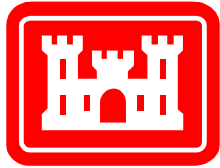


Memphis District

Invitation for Bid No. DACW66-02-B-0008



**US Army Corps
of Engineers®**

**Project Title:
New Madrid Riverfront Improvements**

**Location:
New Madrid, Missouri**

Construction Solicitation and Specifications

THIS IS AN UNRESTRICTED SOLICITATION

Date: FEB 2002

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SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DACW66-02-B-0008	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	02/28/02	

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	W38XGR-2024-1165	DACW66-02-B-0008
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
	W38XGR	
U S ARMY ENGINEER DISTRICT, MEMPHIS CONTRACTING DIVISION (CEVM-CT) 167 NORTH MAIN STREET B202 MEMPHIS, TN 38103-1894		ADDRESS SAME AS BLOCK 7. HAND DELIVERED BIDS RECEIVED IN ROOM 681, CLIFFORD DAVIS FEDERAL BUILDING, 167 NORTH MAIN STREET, MEMPHIS, TN
9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	SEE BIDDING SCHEDULE	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

The work required is for New Madrid Riverfront Improvements, New Madrid, Missouri.

The work consists of furnishing all plant, labor, materials and equipment for a new boat ramp with expanded parking, a lighted levee walkway approximately 1,500 feet in length located on the riverside crown of the main line levee, restroom facilities that are handicap accessible, lighted parking at the existing museum, levee terraces for pedestrian access to view the river, fill material and sod on the levee riprap above the normal highwater mark to facilitate maintenance of the levee by local interests, clearing and disposal of debris and environmental protection.

The estimated cost of the work is between \$1,000,000.00 and \$5,000,000.00.

THIS IS AN UNRESTRICTED PROCUREMENT.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>450</u> calendar days after receiving
<input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>Sec. 00800, Para. 1.1</u> .)
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
12B. CALENDAR DAYS
10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1430 (hour) local time 04/02/2002 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) <div style="display: flex; justify-content: space-between; margin-top: 10px;"> CAGE #: DUNS #: </div>				15. TELEPHONE NO. (Include area code) 16. REMITTANCE ADDRESS (Include only if different than Item 14)			
CODE		FACILITY CODE					
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within ____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.) <div style="display: flex;"> <div style="width: 15%; text-align: right; padding-right: 10px;"> AMOUNTS </div> <div style="width: 85%; border-left: 1px solid black; height: 80px;"></div> </div>							
18. The offeror agrees to furnish any required performance and payment bonds.							
19. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)							
AMENDMENT NO.							
DATE							
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				20B. SIGNATURE		20C. OFFER DATE	
AWARD (To be completed by Government)							
21. ITEMS ACCEPTED:							
22. AMOUNT				23. ACCOUNTING AND APPROPRIATION DATA			
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()			
26. ADMINISTERED BY			CODE	27. PAYMENT WILL BE MADE BY			
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE							
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (contractor is required to sign this document and return ____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.				<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.			
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)				31A. NAME OF CONTRACTING OFFICER (Type or print)			
30B. SIGNATURE			30C. DATE	31B. UNITED STATES OF AMERICA BY		31C. AWARD DATE	

NEW MADRID RIVERFRONT IMPROVEMENTS
NEW MADRID, MISSOURI

SECTION 00010
BIDDING SCHEDULE

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Mobilization/Demobilization	1	LS	XXX.XX	_____.
0002	Environmental Protection	1	LS	XXX.XX	_____.
0003	Riprap "R90"	1599	TN	_____.	_____.
0004	Riprap "R200"	13,698	TN	_____.	_____.
0005	Clearing and Grubbing	1	LS	XXX.XX	_____.
0006	Demolition	1	LS	XXX.XX	_____.
0007	Debris Clean-up	1	LS	XXX.XX	_____.
0008	Excavation	2835	CY	_____.	_____.
0009	Impervious Backfill	6932	CY	_____.	_____.
0010	Topsoil	7558	CY	_____.	_____.
0011	Erosion Control Blanket	18,237	SY	_____.	_____.
0012	Geotextile	20,818	SY	_____.	_____.
0013	Storm Sewer, Inlets and Junction Boxes	1	LS	XXX.XX	_____.
0014	Asphaltic Concrete Pavement	905	TN	_____.	_____.
0015	Aggregate Base Course	2430	CY	_____.	_____.
0016	Concrete Paving	5518	SY	_____.	_____.
0017	Pavement Markings	1	LS	XXX.XX	_____.
0018	Walkway/Observation Nodes w/Brick Pavers	1745	SY	_____.	_____.
0019	Segmental Concrete Block Retaining Wall	8167	SF	_____.	_____.
0020	Site Furnishings	1	LS	XXX.XX	_____.
0021	Prefabricated Restroom	1	LS	XXX.XX	_____.
0022	Prefabricated Gazebo	1	LS	XXX.XX	_____.
0023	Sodding	25,015	SY	_____.	_____.
0024	Exterior Planting	1	LS	XXX.XX	_____.
0025	Cast-In-Place Structural Concrete	649	CY	_____.	_____.
0026	Curb and Gutter	3720	LF	_____.	_____.
0027	River Access	1	LS	XXX.XX	_____.
0028	Stone Veneer (Existing Retaining Wall)	1030	SF	_____.	_____.
0029	Sign (New Madrid)	1	LS	XXX.XX	_____.
0030	Signs (Traffic)	1	LS	XXX.XX	_____.
0031	Handrail / Levee Walkway	2400	LF	_____.	_____.
0032	Handrail / Handicapped / Terraces / Stairs	1094	LF	_____.	_____.
0033	PVC Waterline For Restroom	1	LS	XXX.XX	_____.
0034	Sanitary Sewer	1	LS	XXX.XX	_____.
0035	Street Lights	1	LS	XXX.XX	_____.
0036	Electrical Work	1	LS	XXX.XX	_____.
0037	Handrail/Boat Ramp	263	LF	_____.	_____.

TOTAL ITEMS 0001 THRU 0037

(SEE NOTES ON NEXT PAGE)

LS = Lump Sum CY = Cubic Yard SY = Square Yard SF = Square Feet
LF = Linear Feet TN = Ton

Notes:

1. Bidders shall furnish unit prices for all items listed on the schedule of bid items that require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items, but does furnish an extended total or an estimated amount for such item, the Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED AMOUNT FOR ANY ITEM, HIS BID WILL BE DECLARED NONRESPONSIVE.
2. Award will be made as a whole to one bidder.
3. All quantities are estimated except where unit is given as "LS".
4. If a bid or modification to a bid based on unit prices is submitted and provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price, including lump sum units, in bid schedule must be stated, or if it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every price in the bid schedule.
5. Bidders are directed to read the Continuing Contracts (Alternate) Clause in contract specification Section 00800 before submitting bid.

TECHNICAL POC: Jerry Welch (901) 544-3236
Jerry.R.Welch@usace.army.mil

ADMINISTRATIVE POC: WENDELL NORMAN 901-544-0775
Wendell.N.Norman@usace.army.mil

PLANT AND EQUIPMENT SCHEDULE

[TO BE ATTACHED TO BID FORM]

AVAILABLE PLANT TO BE USED

* _____

No.	TYPE	CAPACITY	MANUFACTURER	AGE & CONDITON	LOCATION
			* _____		
			* _____		

*PROVIDE SEPARATE TABLE FOR EACH TYPE OF EQUIPMENT SUCH AS CONCRETE PLANT, MATERIAL HANDLING, HAULING, ETC. USE ADDITIONAL PAGE IF NECESSARY.

ENG FORM 1619-R

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

- a. The offeror's attention is called to the Equal Opportunity Clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- b. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade		:	Goals for female participation for each trade
SMSA Counties	32.3	:	
Non-SMSA Counties	26.5	:	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

- c. The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
- d. The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

(1) Name, address and telephone number of the subcontractor;

(i) Employer identification number of the subcontractor:

(2) Estimated dollar amount of the subcontract;

(3) Estimated starting and completion dates of the subcontract; and

(4) Geographical area in which the subcontract is to be performed.

e. As used in this Notice, and in the contract resulting from this Solicitation, the “covered area” is Economic Area 055, Memphis, TN, as follows:

SMSA Counties:

4920 Memphis, TN-AR-MS-----32.3
 AR Crittenden; MS DeSoto, TN Shelby, TN Tipton

Non-SMSA Counties.....26.5

AR Clay; AR Craighead; AR Cross, AR Greene; AR Lawrence; AR Lee,
 AR Mississippi; AR Phillips, AR Poinsett; AR Randolph; AR St. Francis;
 MS Alcorn; MS Benton; MS Bolivar; MS Clahoun; MS Carroll;
 MS Chickasaw; MS Clay; MS Coahoma; MS Grenada; MS Itawamba;
 MS Lafayette; MS Lee; MS Leflore; MS Marshall; MS Monroe;
 MS Montgomery; MS Panola; MS Pontotoc; MS Prentiss; MS Quitman;
 MS Sunflower; MS Tallahatchie; MS Tate; MS Tippah; MS Tishomingo;
 MS Union; MS Washington; MS Webster; MS Yalobusha; MO Dunklin;
 MO New Madrid; MO Pemiscot, TN Benton; TN Carroll, TN Chester;
 TN Crockett; TN Decator; TN Dyer; TN Fayette, TN Gibson; TN Hardeman
 TN Hardin; TN Haywood; TN Henderson; TN Henry; TN Lake;
 TN Lauderdale; TN McNairy; TN Madison; TN Obion;
 TN Weakley.

(FAR 52.222-23)

General Decision Number MO010001

General Decision Number MO010001

Superseded General Decision No. MO000001 State: Missouri

Construction Type:

HEAVY

HIGHWAY

County(ies):

STATEWIDE

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/02/2001
1	03/09/2001
2	04/13/2001
3	05/04/2001
4	05/11/2001
5	06/01/2001
6	06/15/2001
7	07/06/2001
8	07/20/2001
9	07/27/2001
10	09/07/2001
11	10/05/2001
12	11/16/2001
13	12/28/2001

COUNTY(ies):

STATEWIDE

CARP0007M 04/01/1999

	Rates	Fringes
CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES CARPENTERS & PILEDRIVERS	22.95	5.95

CARP0008C 05/01/1999

	Rates	Fringes
ST. LOUIS COUNTY AND CITY CARPENTERS	26.49	5.69

CARP0011A 05/01/2000

	Rates	Fringes
CARPENTERS & PILEDRIVERS:		
JEFFERSON AND ST. CHARLES COUNTIES	26.29	5.40
FRANKLIN COUNTY	23.78	5.40
WARREN COUNTY	23.78	5.40
LINCOLN COUNTY	23.39	5.40
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES	22.44	5.40
BUCHANAN, CASS, CLINTON, JOHNSON AND LAFAYETTE COUNTIES	21.88	5.76
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH		

COUNTIES	21.23	5.76
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES	20.88	5.76
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON, AND TEXAS COUNTIES	21.73	5.40
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES	21.88	5.40
BOONE, COOPER, AND HOWARD COUNTIES	20.48	4.80
BENTON, MORGAN AND PETTIS COUNTIES	19.18	4.80
CALLAWAY, COLE, MILLER, MONITEAU, AND OSAGE COUNTIES	20.48	4.80
ADAIR, KNOX, PUTNAM, SCHUYLER, AND SULLIVAN COUNTIES	20.48	4.80
CHARITON, LINN, MACON, MONROE, RANDOLPH, AND SHELBY COUNTIES	20.48	4.80
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES	22.46	4.72
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES	21.54	4.72

ELEC0001B 06/01/2000

	Rates	Fringes
BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN, IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD, WARREN, WASHINGTON AND WAYNE COUNTIES		
ELECTRICIANS	26.65	14.21

ELEC0002D 09/02/2001

	Rates	Fringes
ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN, MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY, MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER, SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND WASHINGTON COUNTIES.		

LINE CONSTRUCTION:

Lineman & Cable Splicer	27.48	42% + 2.10
Groundman Equipment Operator	24.60	42% + 2.10
Groundman Winch Driver	20.22	42% + 2.10
Groundman, Groundman Driver	19.47	42% + 2.10

ELEC0053F 08/27/2000

	Rates	Fringes
BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, RAY, AND SALINE COUNTIES.		

LINE CONSTRUCTION:

Lineman	27.80	9.99
Lineman Operator	25.97	9.46
Groundman Powderman	19.45	7.59
Groundman	18.49	7.31

ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIESS, DE KALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, McDONALD, MERCER, NEWTON, NODAWAY, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH, AND

WRIGHT COUNTIES.

LINE CONSTRUCTION:

Lineman	26.75	9.69
Lineman Operator	25.41	9.30
Groundman Powderman	18.69	7.37
Groundman	17.30	6.98

ELEC0095C 06/01/2001

	Rates	Fringes
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BARRY, BARTON, CEDAR, CRAWFORD, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON, ST CLAIR, AND VERNON COUNTIES

ELECTRICIANS:

Electricians	20.51	5.68
Cable Splicers	20.86	5.68

ELEC0124I 08/27/2001

	Rates	Fringes
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BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE

COUNTIES:

ELECTRICIANS	28.78	11.87
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ELEC0257C 03/01/1999

	Rates	Fringes
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AUDRAIN (Except, Cuivre Township), BOONE, CALLAWAY, CAMDEN, CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES, MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES:

Electricians	20.95	8.88
Cable Splicers	21.95	8.88

ELEC0350B 12/01/2000

	Rates	Fringes
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ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN, MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

ELECTRICIANS	24.06	7.44
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ELEC0453D 09/01/2000

	Rates	Fringes
--	-------	---------

CHRISTIAN, DALLAS, DOUGLAS, GREENE, HICKORY, OREGON, OZARK, SHANNON, TEXAS, WEBSTER AND WRIGHT COUNTIES

ELECTRICIANS	20.60	4.37+10%
PULASKI COUNTY		
ELECTRICIANS	21.64	4.37+10%
HOWELL, LACLEDE, POLK, STONE AND TANEY COUNTIES		
ELECTRICIANS	14.20	3.97+10%

* ELEC0545D 12/01/2001

	Rates	Fringes
ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER, GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY, AND CALDWELL COUNTIES ELECTRICANS	25.78	8.56

ELEC0702D 09/04/1995

	Rates	Fringes
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE COUNTIES LINE CONSTRUCTION:		
Lineman	25.50	17%+2.00
Groundman Equipment Operator (all crawler type equipment D-4 and larger)	21.87	17%+2.00
Groundman - Class A	15.45	17%+2.00

ENGI0016A 05/01/2001

	Rates	Fringes
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, JASPER, LAWRENCE, HICKORY, LACLEDE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES		

POWER EQUIPMENT OPERATORS

GROUP 1	20.12	5.95
GROUP 2	19.77	5.95
GROUP 3	19.57	5.95
GROUP 4	17.52	5.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick orderrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other

than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not

asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$.25 above GROUP 1 rate: Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib); Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over; The following classifications shall receive \$.50 above

GROUP 1 rate: Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$.75 above GROUP 1 rate: Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0101A 05/01/2001

	Rates	Fringes
BUCHANAN, CASS (Except that part of the geographic boundaries of the Richard-Gebaur Air Force Base), CLINTON AND LAFAYETTE COUNTIES		

POWER EQUIPMENT OPERATORS

GROUP 1	21.70	8.15
GROUP 2	21.30	8.15
GROUP 3	19.30	8.15

ANDREW, ATCHISON, BATES, BENTON, CALDWELL, CARROLL, CHARITON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LINN, IVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH COUNTIES

POWER EQUIPMENT OPERATORS

GROUP 1	21.70	8.15
GROUP 2	21.30	8.15
GROUP 3	19.30	8.15

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers - 2; booster pump on dredge; bulldozer operator; boring machine (truck or crane mounted); clamshell operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drill cat with compressor mounted (self-contained) or similar type self-propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler

and booster); welding machine; vibrating machine operator (not hand held); welding machine.

GROUP 3: Oiler; oiler driver; mechanic.

HOURLY PREMIUMS:

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.50) ABOVE GROUP 1 RATE: Tandem scoop operator; crane, rigs or piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.75) ABOVE GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

ENGI0101E 04/01/2001

Rates Fringes
CASS (Richards-Gebaur Air Force Base ONLY), CLAY, JACKSON,
PLATTE AND RAY COUNTIES

POWER EQUIPMENT OPERATORS:

GROUP 1	23.04	8.22
GROUP 2	22.00	8.22
GROUP 3	17.53	8.22
GROUP 4	20.88	8.22

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: "A" Frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

HOURLY PREMIUMS

FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE GROUP 1 RATE:
Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over; Piledrivers 80 ft. of boom or over (including jib); Shovels & backhoes, 3 yd. capacity or over.

ENGI0513D 05/07/2001

Rates Fringes
FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES
POWER EQUIPMENT OPERATORS:

GROUP 1	24.32	11.63
GROUP 2	23.02	11.63
GROUP 3	20.02	11.63
GROUP 4	22.57	11.63

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreaker; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and Barco equipment no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self-propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self-propelled); Conveyor, Large (not self-propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain

Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without

side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$.55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - \$2.00; Certified Crane Operator - \$1.50; Certified Hazardous Material Operator \$1.50; Crane, climbing (such as Linden) - \$.50; Crane, Pile Driving and Extracting - \$.50 Crane with boom (including job) over 100 ft from pin to pin - add \$.01 per foot to maximum of \$4.00); Crane, using rock socket tool - \$.50; Derrick, diesel, gas or electric hoisting material and erecting steel (150 ft or more above ground) - \$.50; Dragline, 7 cu yds and over - \$.50; Hoist, Three or more drums in use - \$.50; Scoop, Tandem - \$.50; Shovel, Power - 7 cu yds and over - \$.50; Tractor, Tandem Crawler - \$.50; Tunnel, man assigned to work in tunnel or tunnel shaft - \$.50; Wrecking, when machines are working on second floor or higher - \$.50

ENGI0513G 05/01/2001

	Rates	Fringes
ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES		

POWER EQUIPMENT OPERATORS

GROUP 1	20.75	11.61
GROUP 2	20.40	11.61
GROUP 3	20.20	11.61
GROUP 4	16.55	11.61

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standard guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; quad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete

spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flexplane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4" & over one.

FOOTNOTE:

HOURLY PREMIUMS

Backhoe hydraulic, 2 cu. yds. or under without oiler - \$2.00 Certified Crane Operator - \$1.50; Certified Hazardous Material Operator \$1.50; Crane, climbing (such as Linden) - \$0.50; Crane, pile driving and extracting - \$0.50; Crane, with boom (including jib) over 100' from pin to pin add \$0.01 per foot to maximum of \$4.00; Crane, using rock socket tool - \$0.50; Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above the ground) - \$0.50; Dragline, 7 cu. yds. and over - \$0.50; Hoist, three or more

drums in use - \$0.50; Scoop, Tandem - \$0.50; Shovel, power - 7 cu. yds. or more - \$0.50; Tractor, tandem crawler - \$0.50; Tunnel, man assigned to work in tunnel or tunnel shaft - \$0.50; Wrecking, when machine is working on second floor or higher - \$0.50;

ENGI0513H 05/02/2001

	Rates	Fringes
ST. LOUIS CITY AND COUNTY		
POWER EQUIPMENT OPERATORS:		
GROUP 1	24.32	11.63
GROUP 2	24.32	11.63
GROUP 3	22.42	11.63
GROUP 4	19.42	11.63
GROUP 5	18.96	11.63

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane, crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric, or other powers); switch boat; whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; atehy force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull-float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from

other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift; greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment

GROUP 4: Boat operator-outboard motor (job site); conveyor (such as con-vay-it) regardless of how used; sweeper, floor

GROUP 5: Oiler on dredge and on truck crane.

HOURLY PREMIUMS:

Backhoe, hydraulic		
2 cu. yds. or under without oiler		\$2.00
Certified Crane Operator		1.50
Certified Hazardous Material Operator		1.50
Crane, climbing (such as Linden)		.50
Crane, pile driving and extracting		.50
Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of		4.00
Crane, using rock socket tool		.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)		.50
Dragline, 7 cu. yds. and over		.50
Hoist, three (3) or more drums in use		.50
Scoop, Tandem		.50
Shovel, power - 7 cu. yds. or more		.50
Tractor, tandem crawler		.50
Tunnel, man assigned to work in tunnel or tunnel shaft		.50
Wrecking, when machine is working on second floor or higher		.50

IRON0010M 04/01/2001

	Rates	Fringes
BUCHANAN, CASS, CLAY, JACKSON, JOHNSON, LAFAYETTE, PLATTE AND RAY Counties		
IRONWORKERS	22.70	11.63

ANDREW, ATCHISON, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDER
 CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY,
 GREENE, GRUNDY, HARRISON, HENRY, HICKORY, HOLT, HOWARD, LACLEDE, LINN,
 LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, PETTIS, POLK, PUTNAM, RANDOLPH,
 ST. CLAIR, SALINE, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties;
 and portions of ADAIR, BOONE, MACON, MILLER, and RANDOLPH Counties

IRONWORKERS	19.70	11.63
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 IRON0321C 12/31/2000

	Rates	Fringes
DOUGLAS, HOWELL and OZARK COUNTIES		
IRONWORKERS	16.68	7.23

 IRON0396D 08/01/2001

	Rates	Fringes
ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON, FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE. GENEVIEVE, and REYNOLDS Counties; and portions of MADISON, PERRY, BOLLINGER, WAYNE, and CARTER Counties		
IRONWORKERS	25.34	11.42

 IRON0396I 08/01/2001

	Rates	Fringes
AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES, MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS, and WRIGHT Counties; and portions of CAMDEN, DOUGLAS, HOWELL, MILLER, OREGON, BOONE, SHANNON, LACLEDE, MONROE, and RALLS Counties		
IRONWORKERS	20.56	11.29

 IRON0577F 06/01/2001

	Rates	Fringes
ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS, SCHUYLER, SCOTLAND, AND SHELBY COUNTIES		
IRONWORKERS	19.85	9.06

 IRON0584E 06/01/2001

	Rates	Fringes
BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties		
IRONWORKERS	18.20	7.87

 IRON0782D 05/01/2001

	Rates	Fringes
CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN, MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties		

IRONWORKERS:

All Major River Work

(Dams, Bridges):

Projects \$20 million

or more

20.65	9.88
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All Other Work

19.55	9.11
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 LABO0042C 03/05/2001

	Rates	Fringes
ST. LOUIS (City and County)		
LABORERS:		
Plumber Laborers	22.75	6.65

 LABO0042H 03/07/2001

	Rates	Fringes
ST. LOUIS (City and County)		
LABORERS:		
Laborers, Flagperson	22.61	6.65
Wrecking	22.49	6.65
Dynamiter, Powderman	23.11	6.65

LABO0424B 05/01/2001		
	Rates	Fringes
FRANKLIN COUNTY		
LABORERS		
GROUP 1	21.20	6.10
GROUP 2	21.80	6.10
JEFFERSON COUNTY		
LABORERS		
GROUP 1	21.25	6.10
GROUP 2	21.85	6.10
ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWARD, HOWELL, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WASHINGTON, AND WAYNE COUNTIES		
LABORERS		
GROUP 1	19.75	6.10
GROUP 2	20.35	6.10
LINCOLN, MONTGOMERY AND WARREN COUNTIES		
LABORERS		
GROUP 1	20.00	6.10
GROUP 2	20.60	6.10

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high;

air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; stringline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LABO0579F 05/01/2001

	Rates	Fringes
BUCHANAN, CASS AND LAFAYETTE COUNTIES		
LABORERS		
GROUP 1	18.04	6.29
GROUP 2	18.39	6.29
ANDREW, ATCHISON, BARRY, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, GENTRY, GRUNDY, HARRISON, HENRY, HICKORY, HOLT, JASPER, JOHNSON, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, MORGAN, NEWTON, NODAWAY, OZARK, PETTIS, POLK, ST. CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES.		
LABORERS		
GROUP 1	16.69	6.04
GROUP 2	17.24	6.04

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; toppler of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LABO0660H 03/07/2001

	Rates	Fringes
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ST. CHARLES COUNTY

LABORERS:

GROUP 1	21.77	6.17
GROUP 2	21.77	6.17

LABORERS CLASSIFICATIONS

GROUP 1: General laborer; carpenter tender; salamander tender; dump man; ticket takers; flagman; loading trucks under bins, hoppers, and conveyors; track men; cement handler; dump man on earth fill; Georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap paver - rock, block, or brick; signal man; scaffolds over 10 ft not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher seeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topser of standing trees; feeder man on wood pulverizer; board and w llow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft where compressed air is not used; abutment and pier hole men working 6 ft or more below ground; men working in coffer dams for bridge piers and footings in the river; Barco tamper, Jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditchliners; hot mastic kettleman; hot tar applicator; hand blade operators; mortar men on brick or block manholes; rubbing concrete; air tool operator under 65 pounds; caulker and lead man; chain saw under 15 hp; guard rail and sign erectors

GROUP 2: Vibrator man; asphalt raker; hand pipe layer on sewer work; atterboard man on pipe and ditch work; cliff scalers working from Bosun's chairs, scaffolds or platforms on dams or power plants over 10 ft high; air tool operator over 65 pounds; stringline man on concrete paving etc.; sand blast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills; gunnite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 hp and over; grade checker; stringline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi and over; asbestos and/or hazardous waste removal and or disposal;

LABO0663D 04/01/2001

Rates Fringes

CASS (Richards-Gebaur Air Force Base ONLY) CLAY, JACKSON, PLATTE,
AND RAY COUNTIES

LABORERS:

GROUP 1	20.59	6.74
GROUP 2	21.64	6.74

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, operations, straw blower nozzleman, asphalt plant platform man, chuck tender, crusher feeder,

men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

PAIN0002B 09/01/2001

	Rates	Fringes
CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES		

PAINTERS:

Brush	23.93	7.35
Spray	25.93	7.35

PAIN0002G 04/17/2001

	Rates	Fringes
ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE, HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and		

the City of Booneville.

PAINTERS:

Brush, Roller, Paperhanger,		
Tapers	16.94	6.31
Tapers using Ames or comparable tools (bazooks, etc.)	17.19	6.31
Spray; Water Base Epoxy; Stage Under 50 ft.;		
Structural Steel (except for stairs and railings)	17.44	6.31
Sandblasting; Epoxy or Any Two Part Coating; Stage or Other Aerial Work Platforms Over 50 ft. high;		
Lead Abatement	17.94	6.31
Bridges, Dams, Locks or Powerhouses	18.94	6.31

PAIN0003D 04/01/2000

	Rates	Fringes
BATES, BENTON, CALDWELL, CARROLL, CASS, CLAY, CLINTON, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, JACKSON, JOHNSON, LAFAYETTE, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS, PLATTE, RAY AND SALINE COUNTIES		

PAINTERS:

Brush & Roller; Taper	22.10	6.01
Bazooka; Paperhanger	22.60	6.01
Storage Bin & Tanks (Roller or Brush); Elevated Tanks (Roller or Brush); Stageman; Beltman; Bridgeman; Steelman; Sand Blast (Base); Elevator Shaft	22.85	6.01
Lead Abatement; Sprayman	23.10	6.01
Sandblast (Bridge, Stage, Erected Steel and Storage Bin and Tanks)	23.60	6.01
Sprayman (Storage Bin & Tanks, Elevated Tanks); Stageman (Spray); Bridgeman (Spray); Steelman (Spray)	23.85	6.01
Steeplejack (other than Elevated Tanks)	26.79	6.01
Steeplejack -Spray or Sandblast (other than Elevated Tanks)	27.79	6.01

PAIN0098B 05/01/2000

	Rates	Fringes
ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY & WORTH COUNTIES		
PAINTERS:		
Brush & Roller	20.50	4.40
Sandblasters	21.50	4.40
Steeple Jack	23.50	4.40

PAIN0203B 04/01/1999

	Rates	Fringes
BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES		
PAINTERS:		
Sandblasters & Highman (over 40')	17.68	3.23
Painters	17.38	3.23
Tapers	16.47	3.21

PAIN1265C 07/01/2001

	Rates	Fringes
CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS, PULASKI AND TEXAS COUNTIES		
PAINTERS:		
Brush and Roller, Spray	17.54	7.37
Structural Steel, Sandblasting and all Tank Work	18.79	7.37
Lead Abatement	19.79	7.37

PAIN1292B 07/01/2001

	Rates	Fringes
BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS, RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES		
PAINTERS:		
Commercial	15.44	5.97

Industrial	17.94	5.97
Bridges, Stacks & Tanks	22.89	5.97
Taper (Tools)	15.69	5.97
Spray & Abrasive Blasting	17.44	5.97
Waterblasting	17.44	5.97
Height Rates (All Areas): Over 60 ft. \$0.50 per hour.		
Under 60 ft. \$0.25 per hour.		

PAIN1292F 07/01/2001

	Rates	Fringes
IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON COUNTIES		
PAINTERS:		
Commercial	17.54	5.97
Industrial	18.54	5.97
Tapers (Tools)	17.79	5.97
Bridges, Stacks & Tanks	22.89	5.97
Spray & Abrasive Blasting	19.54	5.97
Waterblasting	19.54	5.97
Lead Abatement	18.29	5.97
Height Rates (All Areas): Over 60 ft. \$0.50 per hour		
Under 60 ft. \$0.25 per hour.		

PLAS0518F 04/01/2001

	Rates	Fringes
BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT COUNTIES		
CEMENT MASONS	17.31	2.99

PLAS0518G 04/01/2001

	Rates	Fringes
CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY COUNTIES		
CEMENT MASONS	21.25	8.15

PLAS0518K 05/01/2001

	Rates	Fringes
ANDREW, ATCHISON, BUCHANAN, BATES, CALDWELL, CARROLL, CASS (Except Richards-Gebaur AFB) CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, JACKSON, LAFAYETTE, LIVINGSTON, MACON, MERCER, NODAWAY AND WORTH COUNTIES		
CEMENT MASONS	23.13	7.15

PLAS0527A 05/01/2001

	Rates	Fringes
JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County)		
CEMENT MASONS	24.48	8.85
FRANKLIN, LINCOLN, AND WARREN COUNTIES		
CEMENT MASONS	23.31	8.85

PLAS0527D 06/01/2001

	Rates	Fringes
CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS, WASHINGTON COUNTIES		
CEMENT MASONS	22.00	8.76

PLAS0908A 05/01/2000

	Rates	Fringes
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BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID,
OREGON, PEMISCOT, PERRY, RIPLEY, SCOTT, STODDARD, AND WAYNE COUNTIES
CEMENT MASONS 17.40 6.20

PLAS0908G 03/01/2001

	Rates	Fringes
BENTON, CALLAWAY, CAMDEN, COLE, GASCONADE, HENRY, HICKORY, JOHNSON, MARIES, MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS, SALINE & ST. CLAIR COUNTIES		
CEMENT MASONS	18.61	5.65

PLUM0008C 06/01/2000

	Rates	Fringes
CASS, CLAY, JACKSON, JOHNSON, PLATTE COUNTIES		
PLUMBERS	26.44	9.87
BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY, ST. CLAIR, SALINE, AND VERNON COUNTIES		
PLUMBERS	24.00	9.87

PLUM0035C 01/01/2000

	Rates	Fringes
CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER, MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City and County), WARREN and WASHINGTON COUNTIES		
PLUMBERS	26.105	9.74

* PLUM0045D 12/15/2001

	Rates	Fringes
ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES		
PLUMBERS & PIPEFITTERS	26.85	9.80

PLUM0178D 11/01/2001

	Rates	Fringes
BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER, AND WRIGHT COUNTIES		
PLUMBERS & PIPEFITTERS	22.10	7.37

PLUM0317B 07/01/1995

	Rates	Fringes
BOONE, CALLAWAY, COOPER, HOWARD, AND RANDOLPH COUNTY (Southern half)		
PLUMBERS & PIPEFITTERS	19.18	3.17

PLUM0533E 06/01/2001

	Rates	Fringes
BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES		
PIPEFITTERS	28.38	11.08

PLUM0562D 07/01/2001

	Rates	Fringes
ADAIR, AUDRAIN, BOLLINGER, BUTLER, CAMDEN, CAPE GIRARDEAU, CARTER, CHARITON, CLARK, COLE, CRAWFORD, DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON, MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, NEW MADRID, NORTHERN HALF OF RANDOLPH, OREGON, OSAGE, PEMISCOTT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, STE.		

GENEVIEVE, ST. LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WARREN, WASHINGTON, AND WAYNE COUNTIES.

PIPEFITTERS	27.75	11.83
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PLUM0658B 07/01/1998

	Rates	Fringes
BARTON, JASPER, MCDONALD, AND NEWTON COUNTIES		
PLUMBERS & PIPEFITTERS	16.73	5.33

TEAM0013H 05/01/2001

	Rates	Fringes
AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES		

TRUCK DRIVERS:

GROUP 1	21.72	5.25
GROUP 2	21.87	5.25
GROUP 3	21.88	5.25
GROUP 4	21.99	5.25

ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER, AND SCOTLAND COUNTIES

TRUCK DRIVERS:

GROUP 1	20.99	5.25
GROUP 2	21.14	5.25
GROUP 3	21.15	5.25
GROUP 4	21.26	5.25

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon, Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel Trucks; Distributor Drivers and Operators; Tank Wagon, Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks, Speedace, Euclids and other similar equipment; A-Frame and Derrick Trucks; Float or Low Boy

TEAM0056A 05/01/1998

	Rates	Fringes
BUCHANAN, CASS (Except Richards-Gebaur AFB), JOHNSON, AND		
TRUCK DRIVERS:		

GROUP 1	20.13	4.75
GROUP 2	20.24	4.75
GROUP 3	20.28	4.75
GROUP 4	20.35	4.75

ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST CLAIR, SALINE, VERNON, WEBSTER, AND WRIGHT COUNTIES

TRUCK DRIVERS:

GROUP 1	18.92	4.75
GROUP 2	19.07	4.75
GROUP 3	19.08	4.75
GROUP 4	19.19	4.75

ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODADWAY,
OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES

TRUCK DRIVERS:

GROUP 1	18.19	4.75
GROUP 2	18.34	4.75
GROUP 3	18.35	4.75
GROUP 4	18.46	4.75

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

TEAM0245C 03/25/1998

	Rates	Fringes
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BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

TRUCK DRIVERS:

Traffic Control Service Driver	12.90	3.56+a
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PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and 2 personal days.

TEAM0541A 04/01/2001

	Rates	Fringes
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CASS (Richards-Gebaur AFB), CLAY, JACKSON, PLATTE, AND RAY COUNTIES

TRUCK DRIVERS:

GROUP 1	22.81	6.50
GROUP 2	22.32	6.50
GROUP 3	21.84	6.50

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom Truck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment. Material trucks, Tandem Two teams; Semi-Trailers;

Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

TEAM0541C 03/25/2000

	Rates	Fringes
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BATES, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PLATTE, AND RAY COUNTIES

TRUCK DRIVERS:

Traffic Control Service Driver	14.15	2.44+a
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a. PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and 2 personal days.

TEAM0682D 05/01/2000

	Rates	Fringes
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ST LOUIS CITY AND COUNTY

TRUCK DRIVERS:

GROUP 1	21.105	4.76+a+b
GROUP 2	21.305	4.78+a+b
GROUP 3	21.405	4.79+a+b

a. PENSION: \$18.80 per day, \$94.00 maximum per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

a. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of services in any one contract years.

TEAM0682E 05/01/2000

	Rates	Fringes
ST.CHARLES, FRANKLIN, JEFFERSON, LINCOLN AND WARREN COUNTIES:		
TRUCK DRIVERS:		

GROUP 1	21.105	3.29+a+b+c
GROUP 2	21.305	3.29+a+b+c
GROUP 3	21.405	3.29+a+b+c

a.PAID HOLIDAYS: Christmas, Fourth of July, Labor Day, Memorial Day, Veterans Day, to be celebrated on either its National Holiday or on the day after Thanksgiving, whichever is agreed upon by the Association and the Union, New Year's Day and Thanksgiving Day.

b.Pension: \$18.80 per day either worked or compensated to a maximum of \$94.00 per week.

c.Hazmat Pay: If Hazmat Certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 per hour premium pay.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Trucks or Trailers of a Water Level Capacity of 11.99 cu. yds. or less, Forklift Trucks, Job Site Ambulances, Pickup Trucks, Flatbed Trucks.

GROUP 2: Trucks or Trailers of a Water Level Capacity of 12.0 cu. yds. up to 22 cu. yds., Euclids, Speedace and Similar Equipment of Same Capacity and Compressors.

GROUP 3: Trucks or Trailers of a Water Level Capacity of 22.0 cu. yds. and over, Euclids and all Floats, Flatbed Trailers, Boom Trucks, Winch Trucks, Including Small Trailers, Farm Wagons, Tilt Top Trailers, Tool Trailers, Concrete Pumps, Concrete Conveyors, Gasoline Tank Trailers, Truck Mounted Mobile Concrete Mixers, End Dump, Side Dump and Articulated Dump Trucks.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed. With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

GENERAL DECISION NO: MO010018

General Decision Number MO010018

Superseded General Decision No. MO000018 State: Missouri

Construction Type:

BUILDING

County(ies):

BOLLINGER	MISSISSIPPI	SCOTT
BUTLER	NEW MADRID	SHANNON
CARTER	OREGON	STODDARD
DUNKLIN	PEMISCOT	TEXAS
MADISON	RIPLEY	WAYNE

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/02/2001
1	05/04/2001
2	09/07/2001

COUNTY(ies):

BOLLINGER	MISSISSIPPI	SCOTT
BUTLER	NEW MADRID	SHANNON
CARTER	OREGON	STODDARD
DUNKLIN	PEMISCOT	TEXAS
MADISON	RIPLEY	WAYNE

CARP0011B 05/01/2000

Rates

Fringes

CARPENTERS (Including Drywall Hanging)

MADISON, SHANNON AND TEXAS COUNTIES 21.73 5.40

BOLLINGER, BUTLER, DUNKLIN,
MISSISSIPPI, NEW MADRID, PEMISCOT,
SCOTT, STODDARD AND WAYNE COUNTIES 22.46 4.72

CARTER, OREGON AND RIPLEY COUNTIES 21.54 4.72

ELEC0001C 06/01/2000

Rates

Fringes

ELECTRICIANS 26.65 14.21

ENGI0513A 05/01/2000

Rates

Fringes

POWER EQUIPMENT OPERATORS:

Backhoes 21.27 10.79

Cranes 21.27 10.70

HOURLY PREMIUMS:

Backhoe Hydraulic, 2 cu. yds. or under without oiler \$2.00

Certified Crane Operator \$1.50

Crane Climbing (such as Linden); Crane, Pile Driving and Extracting; Crane with boom (including jib) over 100' from pin to pin add \$0.01 per foot to maximum of \$4.00;

Crane, using Rocket Socket Tool \$0.50

* IRON0396G 08/01/2001

Rates

Fringes

IRONWORKERS:

Bollinger (N.W. Corner),

Madison (Remainder of
County) and portions of
Carter and Wayne Counties

25.34

11.42

* IRON0396H 08/01/2001

Rates

Fringes

TEXAS County and portions of OREGON and SHANNON Counties

IRONWORKERS

20.56

11.29

IRON0782I 05/01/2001

Rates

Fringes

IRONWORKERS:

Bollinger (Remainder of County)

Madison County (S.E. Portion)

19.55

9.11

SFMO0669A 04/01/2000

Rates

Fringes

SPRINKLER FITTERS

26.59

7.45

SHEE0036K 09/01/1999

Rates

Fringes

SHEET METAL WORKERS (Including
HVAC Duct Work)

25.86

10.25

SUMO1034A 04/17/2000

Rates

Fringes

LABORERS, UNSKILLED

11.64

3.72

PAINTERS, BRUSH & ROLLER

(Excluding Drywall Finishing)

14.76

3.37

PLUMBERS (Including HVAC Piping
Work)

16.93

4.67

ROOFERS

11.69

WELDERS - Receive rate prescribed for craft performing operation to which
welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the
classifications listed may be added after award only as provided in the labor
standards contract clauses
(29 CFR 5.5(a)(1)(v)).

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contact is not satisfactory, then the process described in 2.)

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Wage and Hour Division
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4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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SECTION 00100
INSTRUCTIONS TO BIDDERS

CLAUSES INCORPORATED BY FULL TEXT:

52.0-4019 PREAWARD INFORMATION

Each bidder shall, upon request of the Contracting Officer, furnish a statement of whether he is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, and the manner of its execution and giving such other information as will tend to show the bidder's ability to prosecute the required work. The "such other information" referred to above shall include but is not limited to the following:

(a) The name and address of the office or firm under which such similar work was performed.

(b) A list of key personnel available for the instant project and their qualifications.

(c) A copy of bidder's latest financial statement, including the names of banks or other financial institutions with which the bidder conducts business. If the financial statement is more than 60 days old, a certificate should be attached stating that financial condition is substantially the same, or if not the same, the changes that have taken place. Such statement will be treated as confidential.

(d) A list of present commitments, including the dollar value thereof, and name of office under which work is being performed.

52.0-4047 SITE OF THE WORK

Bidders are advised that for the purpose of applicability of the Davis-Bacon Act and other contract labor standards provisions, "the site of the work" under the contract to be awarded pursuant to the solicitation may not be limited to the physical place(s) where the construction called for in the contract will remain when work on it has been completed. The "site of the work" may include other adjacent or nearby property used by the contractor or subcontractors during such construction. For example, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool

yards, etc., will be considered part of the site of the work, provided they are dedicated exclusively or nearly so to performance on the contract and are located in proximity to the actual construction location that it would be reasonable to include them.

52.0-4048 QUANTITY ESTIMATES

Estimates of quantities involved in certain items of work for which bids are being solicited on a lump sum or job basis have been made for the use of the Government. Copies of these quantity estimates may be obtained from the U S Army Engineer District Memphis, 167 North Main Street, Room 762, Memphis, Tennessee 38103-1894, telephone 901/544-3236, or visit our website at

<http://www.mvm.usace.army.mil/>

It is to be expressly understood that the accuracy of these estimates is in no way warranted and that the furnishing of this information to a bidder will not relieve him of his responsibility to estimate the quantities involved. It is further to be expressly understood that in no case will such estimate be used as a basis of claim against the Government.

52.0-4049 CONDITIONS AFFECTING THE WORK

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Solicitation, the specifications, or related documents.

52.0-4055 NEGOTIATIONS AFTER SEALED BIDDING

(a) This clause applies if after bid opening the Contracting Officer determines that all otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

(b) The Government has the option to reject all bids received

in response to the sealed bid advertisement and initiate negotiation. Negotiations will include soliciting offers from each responsible bidder that submits a bid in response to the solicitation.

(c) If after bid opening the Contracting Officer determines under (a) above that negotiations are in the best interest of the Government, the following steps will be followed:

(1) An amendment to the sealed bid advertisement will be issued to each responsible bidder changing the solicitation number to a request for proposal number. The amendment will also make any necessary changes to the scope of work.

(2) A cover letter signed by the negotiator will accompany the amendment explaining the procedures to be followed during negotiations.

(3) In the event there is only one responsible bidder under the initial sealed bid solicitation, cost or pricing data requirements set forth in FAR 15.804 will apply as will clause FAR 52.215-2, "Audit and Records - Negotiation".

52.0-4058 PROGRAM DATA

AUTHORITY: The work provided for herein is authorized by the Flood Control Act approved 15 JUN 1936, as amended.

52.0-4060 REVISION AND AMENDMENT TO SOLICITATION FOR BIDS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Solicitation for Bids. If revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of new date for opening bids.

**52.0-4078 (FAR 52.236-27) SITE VISIT (CONSTRUCTION)
(ALTERNATE I) (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, bidders are urged and expected to inspect the site where the work will be performed.

(b) Two organized site visits have been scheduled for 12 MAR 2002 and 19 MAR 2002.

(c) BIDDERS DESIRING A SITE VISIT SHALL CONTACT THE AREA ENGINEER AT LEAST ONE DAY PRIOR TO THE SCHEDULED SITE VISIT.

NAME: Stephen P. Shankle
Area Engineer

ADDRESS: Caruthersville Area Office
706 Harry S. Truman Boulevard
Caruthersville, Missouri 63830-1268

TELEPHONE: 901/544-3074 or 573/333-1043

COLLECT TELEPHONE CALLS WILL NOT BE ACCEPTED.

(End of Provision)

**52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
(JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude

amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
(APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)—EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm, fixed-price contract resulting from this solicitation.

(End of clause)

52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

**52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT--
CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)**

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not

request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

CHIEF, CONTRACTING DIVISION
ATTN: CEMVM-CT – ROOM 681
U.S. ARMY ENGINEER DISTRICT, MEMPHIS
167 NORTH MAIN STREET B-202
MEMPHIS, TN 38103-1894

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

**252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE
REPORTING (AUG 1999)**

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

END OF SECTION 00100

**SECTION 00600
REPRESENTATIONS & CERTIFICATIONS
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**SECTION 00600
REPRESENTATIONS & CERTIFICATIONS**

CLAUSES INCORPORATED BY FULL TEXT:

52.0-4031 CORPORATE CERTIFICATION

IF A BIDDER IS A CORPORATION OR IF CORPORATION IS PARTICIPATING IN A JOINT VENTURE, PLEASE COMPLETE THE FOLLOWING CERTIFICATION:

I, _____, certify that I am secretary of the corporation named as Contractor herein; that _____ who signed this contract on behalf of the Contractor; was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

(Secretary)

IF A CORPORATION IS PARTICIPATING AS A JOINT VENTURE, ITS SECRETARY MUST SUBMIT A CERTIFICATE STATING THE CORPORATION IS AUTHORIZED TO PARTICIPATE.

**52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)**

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

- ___ Partnership;
- ___ Corporate entity (not tax-exempt);
- ___ Corporate entity (tax-exempt);
- ___ Government entity (Federal, State, or local);
- ___ Foreign government;
- ___ International organization per 26 CFR 1.6049-4;
- ___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional

information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)
ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 234990.

(2) The small business size standard is \$28,500,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS (OCT 1995)

- (a) This provision applies to small business concerns only.
 - (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.
-
-

- (c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

- (a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

- (b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

- (c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

☐ 50 or fewer ☐ \$1 million or less
☐ 51 - 100 ☐ \$1,000,001 - \$2 million
☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million
☐ 251 - 500 ☐ \$3,500,001 - \$5 million
☐ 501 - 750 ☐ \$5,000,001 - \$10 million
☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million
☐ Over 1,000 ☐ Over \$17 million

(End of provision)

**52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)**

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE
REPORTING (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist

countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of

this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

END OF SECTION 00600

**SECTION 00700
CONTRACT CLAUSES
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SECTION 00700 CONTRACT CLAUSES

CLAUSES INCORPORATED BY FULL TEXT:

52.202-1 DEFINITIONS (DEC 2001) --ALTERNATE I (MAY 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) "Commercial component" means any component that is a commercial item.

(c) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

- (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
- (3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the

right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph

(c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy

Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering

into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause

shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper

machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR
PROPOSED FOR DEBARMENT (JUL 1995)**

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties

Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.214-26 AUDIT AND RECORDS--SEALED BIDDING (OCT 1997)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the modification; or

(4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2001) ALTERNATE I (OCT 2001)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small

business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, (iii) Service-disabled veteran-owned small business concerns; HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

- (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact--
- (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through--
- (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business,

and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor’s subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved,

(2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and

(3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror’s planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

**52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -
OVERTIME COMPENSATION (SEP 2000)**

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the

action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every

apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988))

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within

the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with

subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be

relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female

employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the

Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a

visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

**52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
(JUN 1998)**

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans" Employment Report (VETS-100 Report)".

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that--

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the

data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under

subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

52.225-5 TRADE AGREEMENTS (FEB 2002)

(a) Definitions. As used in this clause.

Caribbean Basin country means any of the following countries: Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, El Salvador, Grenada,

Guatemala, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, Panama, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago.

Caribbean Basin country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. The term excludes products that are excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b), which presently are--
 - (i) Textiles and apparel articles that are subject to textile agreements;
 - (ii) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974;
 - (iii) Tuna, prepared or preserved in any manner in airtight containers;
 - (iv) Petroleum, or any product derived from petroleum; and
 - (v) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply.

Designated country means any of the following countries: Aruba, Austria, Bangladesh Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea.

Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

End product means those articles, materials, and supplies to be acquired under the contract for public use.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

U.S.-made end product means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.,

(b) Implementation. This clause implements the Trade, Agreements Act (19 U.S.C. 2501, et seq.) and the North American Free Trade Agreement Implementation Act of 1993, (NAFTA) (19 U.S.C. 3301 note), by restricting the acquisition of end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.,

(c) Delivery of end products. The Contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products except to

the extent that, in its offer, it specified delivery of other end products in the provision entitled “Trade Agreements Certificate.”

(End of clause)

**52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM—
CONSTRUCTION MATERIALS (FEB 2002)**

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)
\1\			
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

(End of clause)

**52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--
CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2002)**

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Iceland, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)
\1\			
Item 1:			
Foreign construction material....			
Domestic construction material...			
Item 2:			
Foreign construction material....			
Domestic construction material...			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free

entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral,

attach summary.

Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

**52.225-15 SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS
(FEB 2000)**

(a) Definitions. As used in this clause--

Sanctioned European Union country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a sanctioned European Union (EU) member state; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a sanctioned EU member state into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

Sanctioned European Union member state means Austria, Belgium, Denmark, Finland, France, Ireland, Italy, Luxembourg, the Netherlands, Sweden, or the United Kingdom.

(b) The Contractor shall not deliver any sanctioned European Union country end products under this contract.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this

clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department

regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be twenty percent of the bid price or \$3,000,000.00, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period;

or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$_____. This draft is drawn under Irrevocable Letter of Credit No.

_____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a

reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract

actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval.

Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to

the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps

to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice

to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without

additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove

from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

- (1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and
- (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and

shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a

change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or

interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after
 - (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.
- (f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or

repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting

Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily

delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

52.246-13 INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)

(a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Government inspection at all times and places where dismantling or demolition work is being performed. The Contractor shall furnish promptly, and at no increase in contract price all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Government. The Government shall perform inspections in a manner that will not unduly delay the work.

(b) The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in contract performance, and promptly replace them with satisfactory items. If the Contractor fails to proceed at once in a workmanlike manner with performance of the work or with the correction of defective workmanship, the Government may (1) by contract or otherwise, replace the facilities, materials, and equipment or correct the workmanship and charge the cost to the Contractor and (2) terminate for default the Contractor's right to proceed. The Contractor and any surety shall be liable, to the extent specified in the contract for any damage or cost of repair or replacement.

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000) - ALTERNATE I (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in

those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
 - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.
 - (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
 - (5) A prediction of any effects the proposed change would have on collateral costs to the agency.
 - (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
 - (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.
- (e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
- (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a

notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by (i) 45 percent for fixed-price contracts or (ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(h) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering--Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount.

Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause,

except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

N/A

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form,

provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

- (1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;
- (2) On the board of directors of any DoD contractor or first-tier subcontractor;
- (3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or
- (4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
- (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

- (1) Suspension or debarment;
- (2) Cancellation of the contract at no cost to the Government; or
- (3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

- (1) The person involved;
- (2) The nature of the conviction and resultant sentence or punishment imposed;
- (3) The reasons for the requested waiver; and
- (4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony

arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.com>.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through

(5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor

determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

- (1) Furnishing all plant, labor, equipment, appliances, and materials; and
- (2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract

documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery

schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL_____		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

END OF SECTION 00700

THE NEW MADRID RIVERFRONT IMPROVEMENTS
NEW MADRID, MISSOURI

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

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NEW MADRID, MISSOURI

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

1.1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984). The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 450 calendar days after the date of receipt by him of notice to proceed. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

1.2. EXCLUSION PERIODS IN COMPUTING COMPLETION SCHEDULES. No work will be required during the period between 1 December and 31 May, inclusive. This period has not been considered in computing the time allowed for completion in accordance with paragraph 1.1 above. The Contractor may, however, perform work during all or any part of the non-work period provided that he has received prior approval therefore, in writing, from the Contracting Officer. In the event that the Contractor's operations are suspended at the beginning of or during this period, the Contracting Officer reserves the right to direct the Contractor to restore the work area to at least the level of flood protection existing prior to the Contractor's operations in the area, in accordance with the procedures of paragraph 1.54, all at no additional cost to the Government.

1.3. LIQUIDATED DAMAGES-CONSTRUCTION (Sept 2000).

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$480.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause."

1.4. EXCEPTION TO LIQUIDATED DAMAGES. The Contractor's obligations specified in paragraph 1.3 are exempt from liquidated damages for Sodding (Section 02922) and Exterior Planting (Section 02930) due to the limited specified seasonal planting seasons.

1.5. CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000).

a. The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

b. The Contractor shall--

- (1) Check all drawings immediately;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors which might have been avoided by complying with this paragraph b; and

(5) Reproduce and print contract drawings and specifications as needed.

c. In general-

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

d. Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

e. The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

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(DFARS 252.236-7001)

1.6. PHYSICAL DATA (APR 1984). Data and information furnished or referred to below are for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. The indications of physical conditions on the drawings and in the specifications are the result of site investigations by aerial photographs and topographic surveys.

b. Weather Conditions. Information with respect to temperatures and precipitation may be obtained from the National Weather Service. Also see paragraph 1.28, "Time Extensions for Unusually Severe Weather".

c. Transportation Facilities.

(1) Roads. Interstate Highway 55, Missouri State Route U, local roads and New Madrid City streets serve the Project area.

(2) Railroads. Canadian National/Illinois Central Railroad serves the general area.

d. Floods. High water stages or events are not to be considered a "flood," and damages resulting therefrom are not compensable under Section 01000 GENERAL CONTRACT REQUIREMENTS, paragraph DAMAGE TO WORK unless high water stages or events exceed Elevation 290.00 ft. NGVD within the Government furnished rights-of-way.

e. Additional Data. Additional data consisting of cross sections, river stage records, and records of borings may be available for inspection at the U.S. Army Engineer District, Memphis, Tennessee. (FAR 52.236-4)

1.7 RIGHTS-OF-WAY.

a. The rights-of-way and easements for the work to be constructed under this contract within the limits indicated on the drawings will be provided by the Government without cost to the Contractor. However, the Contractor shall make his own arrangements with the appropriate owners or organizations for transporting his equipment across, over or under railroad tracks, highways, bridges, private property, and utility lines and shall provide at his own expense any additional right-of-way or easements required to effect such crossings, including insurance requirements of owners. Limits of right-of-way which will be provided by the Government are as indicated on the drawings.

b. The Contractor shall, upon reasonable notice, without expense to the Government and at any time during the progress of the work when not being actively used for contract operations, promptly vacate and clean up any part of the Government grounds that have been allotted to or have been in use by him when directed to do so by the Contracting Officer.

c. The Contractor shall not obstruct any existing roads on the lands controlled by the United States except with the permission of the Contracting Officer, and shall maintain such roads in as good condition as exists at the time of commencement of the work.

d. Any additional right-of-way required for access or for the Contractor's method of operation must be obtained by and at the expense of the Contractor. The Contractor shall submit written evidence to the Contracting Officer that he has obtained the rights-of-way from the property owners. The written evidence shall consist of an authenticated copy of the conveyance under which the Contractor acquired the rights-of-way, prepared and executed in accordance with the laws of the State of Missouri. If temporary rights are obtained by the Contractor, the period of time shall coincide with paragraph 1.1, "Commencement, Prosecution, and Completion of Work", of the SPECIAL CONTRACT REQUIREMENTS, plus a reasonable time for any extension granted for completion of the work. The Contractor shall be solely responsible for any and all damages, claims for damages, and liability of any nature whatsoever arising from or growing out of the use of rights-of-way other than those rights-of-way furnished by the Government.

e. The Contractor shall repair, at his own expense, any and all damage to the existing roads when such damage is a result of his operations on this contract. The Contractor shall also replace, at his own expense, any and all surfacing displaced or damaged by his operations on this contract. The repairs and/or replacement shall be done to the satisfaction of the Contracting Officer.

1.8. LAYOUT OF WORK.

a. The Contractor will re-establish the following baselines and bench marks at the site of the work:

(1) Baselines as shown on the drawings.

(2) Bench marks as shown on the drawings.

b. From the baselines and bench marks established by the Government, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the

location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

c. The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and materials, and all labor as may be required in laying out any part of the work from the baselines and bench marks established by the Government. It shall be the responsibility of the Contractor to maintain and preserve all stakes and marks established by the Contracting Officer until authorized to remove them, and if such marks are destroyed, by the Contractor or through his negligence, prior to their authorized removal, they may be replaced by the Contracting Officer, at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

1.9. NOT USED

1.10. QUANTITY SURVEYS - ALTERNATE I

a. Quantity Survey Method. The cross-section method shall be used to obtain topography. Cross-section spacing will depend upon the terrain but shall not exceed 100 feet. All breaks in slope shall be recorded along the cross-section with a maximum distance 25 feet between observations.

b. Quantity Survey Limits. After clearing of vegetation and trees, the topographic survey shall extend to 50 feet beyond the limits of work or to the Right-of-Way limits as shown on the drawings.

c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer. (FAR 52.236-16)

d. Quantity surveys as used in this clause means a topographical survey accomplished by ground methods requiring the use of a total station instrument with the display output recorded and stored in an electronic field book for further calculations in a computer. The Contractor shall furnish the electronic data in an Intergraph or PacSoft format to the Contracting Officer.

e. Quantity Survey Method. The cross-section method shall be used to obtain topography. Cross-section spacing will depend upon the terrain but shall not exceed 100 feet. All breaks in slope shall be recorded along the cross-section with a maximum distance 25 feet between observations.

f. Quantity Survey Limits. After clearing of vegetation and trees, the topographic survey shall extend to 50 feet beyond the limits of work or to the Right-of-Way limits as shown on the drawings.

1.11. PROGRESS CHART. The schedule of work will be in accordance with the progress chart. The progress chart required by provisions of paragraph (a) of the CONTRACT CLAUSE entitled "Schedules for Construction Contracts" shall be

prepared on ENG Form 2454, copies of which will be furnished to the Contractor by the Government. THREE COPIES OF THE SCHEDULE WILL BE REQUIRED.

1.12. SAFETY-RELATED SPECIAL REQUIREMENTS. ALL WORK UNDER THIS CONTRACT SHALL COMPLY WITH THE LATEST VERSION OF U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, AND OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) STANDARDS IN EFFECT ON THE DATE OF THE SOLICITATION. NO SEPARATE PAYMENT WILL BE MADE FOR COMPLIANCE WITH EM 385-1-1, NOR FOR COMPLIANCE WITH ANY OF THE OTHER SAFETY-RELATED SPECIAL REQUIREMENTS.

a. Accident Investigations and Reporting. Refer to EM 385-1-1, Section 1. Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the Contracting Officer or his representative within one working day after the accident occurs.

b. Accident Prevention Program. Refer to the CONTRACT CLAUSE entitled, "Accident Prevention (Alternate I)". Within 21 calendar days after receipt of Notice of Award of the contract, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer for review and approval. The program shall be prepared in the following format:

(1) An executed LMV Form 358R, Administrative Plan (available upon request).

(2) An executed LMV Form 359R, Activity Hazard Analysis (available upon request).

(3) A copy of company policy statement regarding accident prevention.

(4) When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be submitted on LMV Form 414R, Fuel Oil Transfer, (available upon request). (Refer to 33 CFR 156.)

b. The Contractor shall not commence physical work at the site until the program has been approved by the Contracting Officer, or his authorized representative. At the Contracting Officer's discretion, the Contractor may submit his Activity Hazard Analysis for only the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Also refer to Section 1 of EM 385-1-1.

c. Daily Inspections. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the jobsite. The reports shall be records of the daily inspections and resulting actions. Each report will include, as a minimum, the following:

(1) Phase(s) of construction underway during the inspection.

(2) Locations or areas inspections were made.

(3) Results of inspection, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

d. Machinery and Mechanized Equipment. Machinery and mechanized equipment used under this contract shall comply with the following:

(1) When mechanized equipment is operated on floating plant, the Contractor shall provide positive and acceptable means of preventing this

equipment from moving or falling into the water. The type of equipment addressed by this clause includes front-end loaders, bulldozers, trucks (both on- and off-road), backhoes, track hoes, and similar equipment. If the Contractor plans to use such equipment on floating plant, an activity hazard analysis must be developed for this feature of work. The plan must include a detailed explanation of the type or types of physical barriers, curbs, structures, etc., which will be incorporated to protect the operator and prevent the equipment from entering the water. Nonstructural warning devices may be considered for situations where the use of structural barriers is determined to be impracticable. The activity hazard analysis must thoroughly address the procedure and be submitted to the Corps for review and acceptance prior to start of this feature of work.

(2) The stability of crawler, truck, and wheel-mounted cranes shall be assured.

(a) The manufacturer's load-rating chart may be used to determine the maximum allowable working load for each particular crane's boom angle provided a test load, with a boom angle of 20 degrees, confirms the manufacturer's load-rating table.

(b) Stability tests are required if:

(i) There is no manufacturer's load-rating chart securely fixed to the operator's cab;

(ii) There has been a change in the boom or other structural members; or

(iii) There has been a change in the counterweight.

The test shall consist of lifting a load with the boom in the least stable undercarriage position and at an angle of 20 degrees above the horizontal. The test shall be conducted under close supervision on a firm, level surface. The load that tilts the machine shall be identified as the test load. The test load moment (in ft-lbs) shall then be calculated by multiplying the horizontal distance (in ft) from the center of rotation of the machine to the test load, times the test load (in lbs). Three-fourths of this test-load moment shall then be used to compute the maximum allowable operating loads for the boom at 20, 40, 60, and 80 degrees above horizontal. From these maximum allowable operating loads, a curve shall be plotted and posted in the cab of the machine in sight of the operator. These values shall not be exceeded except in the performance test described below. The test load shall never exceed 110 percent of the manufacturer's maximum rated capacity.

(c) In lieu of the test and computations above, the crane may be load tested for stability at each of the four boom positions listed above.

(3) Performance tests shall be performed in accordance with Section 16 of EM 385-1-1. Performance tests shall be conducted after each stability test, when the crane is placed in service on a project, and at least every 12 months.

(4) Inspections shall be made which will ensure a safe and economical operation of both cranes and draglines. Specific inspections and their frequencies are listed on the appropriate checklists noted below. Results of inspections and tests for cranes shall be recorded on the Safety Inspection Check List, LMV Form 326R (available upon request), and inspection results for draglines shall be recorded on LMV Form 373R (available upon request). Copies of the inspections and tests shall be available at the jobsite for review. All stability and performance tests on cranes and all complete dragline inspections shall be witnessed by the Contracting Officer or his authorized representative.

(5) A complete dragline inspection shall be made:

(a) At least annually;

(b) Prior to the dragline being placed in operation; and

(c) After the dragline has been out of service for more than six months.

e. Safety Sign. The Contractor shall furnish, erect, and maintain a safety sign at the site, as located by the Contracting Officer. The sign shall conform to the requirements of this paragraph and the drawing entitled "Safety Sign", included at the end of these Special Contract Requirements. The lettering shall be black and the background white. When placed on floating plant, the sign may be half size. Upon request, the Government will furnish a decal of the Engineer Castle. The sign shall be erected as soon as practicable, but not later than 15 calendar days after the date established for commencement of work. The data required shall be current.

1.13. BASIS FOR SETTLEMENT OF PROPOSALS (JAN 1997). Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the Contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the Contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the Contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate. (EFARS 52.249-5000)

1.14. CERTIFICATES OF COMPLIANCE. Any certificates required for demonstrating proof of compliance of material with specification requirements shall be executed in four (4) copies. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the test to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

1.15. CONTRACTOR'S CERTIFICATE. Each submittal of shop drawings and materials data shall be accompanied by a certificate, signed by the head of the Quality Control Organization of the prime Contractor, that the prime Contractor has reviewed in detail all shop drawings and materials contained in the submittal and that they are correct and in strict conformance with the contract drawings

and specifications except as may be otherwise explicitly stated. The Government will first check for the Contractor's certificate and then review and render approval action or indicate disapproval in those cases where contract requirements are not fulfilled.

1.16. SHOP DRAWINGS. The Contractor shall submit to the Contracting Officer for approval 6 copies of all shop drawings as called for under the various headings of these specifications. These drawings shall be complete and detailed. If approved by the Contracting Officer, each copy of the drawings will be identified as having received such approval by being so stamped and dated. The Contractor shall make any correction required by the Contracting Officer. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, notice as required under the CONTRACT CLAUSE entitled "Changes", will be given to the Contracting Officer. Five sets of all shop drawings will be retained by the Contracting Officer and one set will be returned to the Contractor. The approval of the drawings by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the Contractor of the responsibility for any errors which may exist as the Contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work.

1.17. AS-BUILT DRAWINGS. The Contractor shall maintain two (2) full-size sets of the Contract drawings depicting a current record of the work as actually constructed. One set is for the Contractor's use and one for the Government's use. These working as-built drawing red-line mark-ups may be manually or electronically generated using the construction plans. These working as-built drawings shall be reviewed at least monthly with the Contracting Officer, prior to the Contractor submitting a request for progress payment. Both shall certify that the as-built drawings are accurate and up-to-date before progress payment is made. Upon completion of the work and not later than 60 days from acceptance, the Contractor shall deliver a complete final set of the as-built red-line marked-up plans depicting the construction as actually accomplished. The final as-built drawings shall be identified as such by marking or stamping them with the words "AS-BUILT DRAWINGS" in letters at least 3/16" high. Those drawings where no change is involved shall be marked or stamped "AS-BUILT, NO CHANGE". Compliance and delivery of the final as-built drawings will be enforced through the approval of final payment. Also, the quality of the final as-built drawings will be reflected in the Contractor's performance evaluation.

1.18. DAMAGE TO WORK. The responsibility for damage to any part of the permanent work shall be as set forth in the CONTRACT CLAUSE entitled "Permits and Responsibilities". However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, tornado, or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor shall make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. Should Local Interest be responsible for some portion of the cost for this work their liability will increase accordingly for corrective action costs. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment pursuant to the CONTRACT CLAUSE entitled "Changes" will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense regardless of the cause of such damage.

1.19. NOTIFICATION OF AREA ENGINEER BEFORE BEGINNING WORK. At least 7 days before beginning work, the Contractor shall notify Mr. Steven P. Shankle, Acting Area Engineer, Caruthersville Area Office, 706 Harry S. Truman Boulevard, Caruthersville, Missouri 63830-1268, Telephone No. 901-544-3074 or 573-333-1043. COLLECT CALLS WILL NOT BE ACCEPTED.

1.20. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995).

a. This clause does not apply to terminations. See SPECIAL CONTRACT REQUIREMENT entitled, "Basis for Settlement of Proposals" and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region V. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(2)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-lease-back arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet. (EFARS 52.231-5000)

NOTE: THE CONTRACTOR MAY PURCHASE THE EQUIPMENT MANUAL FROM THE GOVERNMENT PRINTING OFFICE. THE GOVERNMENT PRINTING OFFICE TELEPHONE NO. IS 202-512-1800.

1.21. RETESTING OF CONSTRUCTION MATERIALS. Unless otherwise specified, where the Technical Specifications state that tests will be performed at the expense of the Government, the cost of only the initial test will be borne by the Government. Any retesting due to failure of the materials to meet the requirements in the initial test or any retesting requested by the Contractor shall be performed at the Contractor's expense. The retests shall be at laboratories approved by the Contracting Officer. The costs of retests made at Government laboratories will be deducted from the total amount due the Contractor.

1.22. VEHICLE WEIGHT LIMITATIONS. Vehicle weight limitations for operation on roads, streets, and bridges may affect the prosecution of work under this contract. The Contractor will be responsible for obtaining all necessary licenses and permits in accordance with the CONTRACT CLAUSE entitled "Permits and Responsibilities".

1.23. OBSTRUCTIONS.

a. Utilities. The exact location, depth, and height of utilities shown on drawings shall be verified in the field by the Contractor. At least 10 days before beginning work in the vicinity of a utility, the Contractor shall call the appropriate "Call Before You Dig" number listed below. The Contractor shall exercise special care when working in the vicinity of utilities to prevent damage thereto or injury to the Contractor's employees or others. Any damage to the utilities or interruptions of service occasioned by the Contractor's operations shall be repaired and the service restored promptly at his expense.

In the event the Contractor elects to have utilities relocated for his own convenience, he shall make his own arrangement with utility owners for the rerouting and replacement to their permanent location after completion of the work adjacent thereto. All costs associated with utility relocation for the Contractor's convenience shall be at his expense.

CALL BEFORE YOU DIG NUMBERS

Missouri 1-800-344-7483 (1-800-DIG-RITE)

d. Mile Posts and Stage Gages. The Contractor shall, when necessary to perform the work under this contract, remove all levee mileposts and stage gages encountered within the work limits. After completion of the work, the Contractor shall reinstall the levee mileposts at their proper location and shall reset the stage gages at their correct elevations. Survey notes and records attesting to the locations and elevations of the mileposts and gages shall be furnished to the Contracting Officer. The Contractor shall be responsible for any damage to mileposts and gages caused through his fault or negligence. No separate payment will be made for the removal and restoration of mileposts and gages, and all cost incurred by this clause shall be considered an incidental expense of the Contractor.

1.24. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES). In compliance with the General Permit of the NPDES, the Contracting Officer will file a Notice of Intent (NOI) with the State of Missouri. In addition, the Stormwater Pollution Prevention Plan (SWPPP) required by the General Permit has been prepared and is included at the end of these Special Contract Requirements. The Contractor shall adhere strictly to the erosion control provisions of SWPPP and Section 01130 - ENVIRONMENTAL PROTECTION to minimize sediment discharge into nearby water courses to the maximum extent practicable. Furthermore, the Contractor and all subcontractors shall sign the certification contained in the SWPPP. The Contractor shall maintain the SWPPP on the construction site at all times. The SWPPP shall take precedence over the technical specifications.

1.25. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984). The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen (15) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

1.26. CONTINUING CONTRACT

a. This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments

Under Fixed-Price Construction Contracts" clause or any other clause of this contract.

b. The sum of \$1,000.00 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

c. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs "f" and "i" below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

d. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

e. If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 or more than 60 days prior to the estimated date of exhaustion.

f. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

g. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

h. An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

i. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

j. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or

to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess. (EFARS 52.232-5001)

1.27. NOT USED

1.28. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (31 OCT 1989).

a. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "Default (Fixed-Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON 5 DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
12	10	8	7	6	5	4	3	4	4	7	11

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE entitled "Default (Fixed-Price Construction)". (ER 415-1-15, Appendix A)

1.29. PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991).

a. The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty (60) percent of the lump sum price upon completion of the Contractor's mobilization at the work site.

(2) The remaining forty (40) percent upon completion of demobilization.

b. The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs a(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of--

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph b(1) of this clause is not subject to appeal. (DFARS 252.236-7004)

1.30. STONE SOURCES.

a. Stone meeting the requirements of these specifications has been produced from the sources listed below:

<u>Name of Firm</u>	<u>Name of Quarry</u>	<u>Location</u>	<u>Certification</u>
<u>Date</u>			
Brickkeys Stone, LLC	Old Menefee	Bloomsdale, MO	1997
Martin Marietta Aggregates	Three Rivers	Smithland, KY	1996
Meridian Aggregate Co.	Valley Stone	Black Rock, AR	1995
Pine Bluff Sand and Gravel Co.	River Mountain	Delaware, AR	1996
Seminole Stone	Seminole	Dexter, MO	1996
Tower Rock Stone Co.	Bussen	Ste. Genevieve, MO	1995
Tower Rock Stone Co.	Gray's Point	Scott City, MO	1995
Vulcan Materials Co.	Gilbertsville	Lake City, KY	1996
Vulcan Materials Co.	Parsons	Parsons, TN	1996
Vulcan Materials Co.	Verkler	Black Rock, AR	1996
Southern Ready Mix	Pride	Tuscumbia, AL	1999

b. Stone may be furnished either from any of the listed sources or from any other sources designated by the Contractor and accepted by the Contracting Officer, subject to the conditions hereinafter stated.

c. After the award of the contract, the Contractor shall designate in writing only one source or one combination of sources from which he proposes to furnish stone. If the Contractor proposes to furnish stone from a source or sources not listed above, he may designate only a single source for stone. Samples for acceptance testing shall be provided as required in the Technical Specifications. If a source for stone so designated by the Contractor is not accepted by the Contracting Officer for use, the Contractor may not propose other sources but shall furnish the stone from a listed source at no additional cost to the Government.

d. Acceptance of a source of stone shall not be construed as acceptance of all material from that source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for stone as determined by the Contracting Officer. Materials produced from a listed source shall meet all the requirements of the

Technical Specifications.

1.31. FIELD OFFICE BUILDING.

a. The Contractor shall furnish and maintain a temporary building for the exclusive use of the Government inspectors during the life of the contract. The building shall conform to the following requirements:

Floor Space	Not less than 300 sq. ft.
Height of Ceiling	Not less than 7 feet
Windows	Not less than 4
Doors	At least 1
Type of Floor	Wood or Concrete

The building shall be of light but weatherproof construction. Windows shall be arranged to open and to be fastened from the inside. All door and window openings shall be provided with suitable screens. The door shall be equipped with a durable hasp and padlock. Interior surfaces of exterior walls and ceilings shall be covered with insulating board and an inside storage room of adequate size shall be provided. The Contractor shall furnish an adequate supply of approved drinking water, sufficient electrical outlets for office calculators and equipment, running water for a toilet facility having a flushable toilet and a sink, all electricity required and sufficient fixtures for adequate lighting, and during cold weather shall furnish adequate heat. The field office, its location and all facilities shall be subject to the approval of the Contracting Officer. The building shall also be equipped with air conditioning during hot weather. The office shall be equipped with at least 8 chairs, 2 desks, 1 drawing table, 2 two-drawer filing cabinets, and 1 conference table. The contractor shall thoroughly clean the office at least weekly.

b. No separate payment will be made for furnishing and maintaining the field office. Such building will remain the property of the Contractor and shall be removed upon completion of the work as provided in the CONTRACT CLAUSE entitled "Operations and Storage Areas".

1.32. SUBMITTALS. See Section 01330.

1.33. NOT USED

1.34. TEMPORARY PROJECT FENCING. Temporary project fencing as required by Paragraph 04.A.04 of EM 385-1-1 is required on this project.

1.35. MAINTENANCE OF TRAFFIC. The Contractor shall maintain traffic over existing roads and bridges in the vicinity of the New Madrid Front Project until the Project is completed and accepted by the Contracting Officer. The Contractor shall erect and maintain such signs and barricades as the Contracting Officer deems appropriate for protection of the traveling public. The levee road will be closed during construction.

1.36. NOT USED

1.37. NOT USED

1.38. SUNDAY, HOLIDAY AND NIGHT WORK. Sunday and Holiday work will be at the option of the Contractor, but night work will not be permitted unless otherwise authorized by the Contracting Officer.

1.39. NOT USED

1.40. NOT USED

1.41. STORAGE OF EQUIPMENT AND MATERIALS. Storage of the Contractor's equipment and materials shall be at those areas within the rights-of-way designated by the Contracting Officer.

1.42. WARRANTY OF CONSTRUCTION (MAR 1994).

a. In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph i. of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

e. The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

h. In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

i. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for

the repair of any damage that results from any defect in Government-furnished material or design.

j. This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud. (FAR 52.246-21)

1.43. UTILITY SERVICES.

a. The Contractor shall provide at the site for all work under this contract, the necessary utility services needed for completion of work under this contract.

b. Electricity. All electric current required by the Contractor shall be furnished at his own expense. All temporary connections for electricity shall be subject to the approval of the Contracting Officer. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workman-like manner satisfactory to the Contracting Officer, and shall be removed by the Contractor in like manner at his expense prior to completion of the construction.

1.44. NOT USED.

1.45. NOT USED

1.46. NOT USED.

1.47. NOT USED

1.48. NOT USED

1.49. NOT USED

1.50. NOT USED.

1.51. PATENTS, PROPRIETARY RIGHTS.

a. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

b. In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

1.52. PROTECTION OF MATERIALS AND WORK. The Contractor shall at all times protect and preserve all materials, supplies, and equipment of every description (including property which may be Government-furnished or owned) and all work performed. All reasonable requests of the Contracting Officer to enclose or specially protect such property shall be complied with. If, as determined by the Contracting Officer, material, equipment, supplies, and work performed are not adequately protected by the Contractor, such property may be protected by the Government and the cost thereof may be charged to the Contractor or deducted from any payments due to him.

1.53. EXISTING FLOOD PROTECTION. The Contractor shall conduct the construction of all work under this contract in such manner that existing flood protection within the limits of the existing embankments is maintained at all times. The embankments shall not be disturbed except as necessary to perform the work. When the work under this contract is completed, flood protection within such areas shall be at least equal to that existing before start of construction.

1.54. NOT USED.

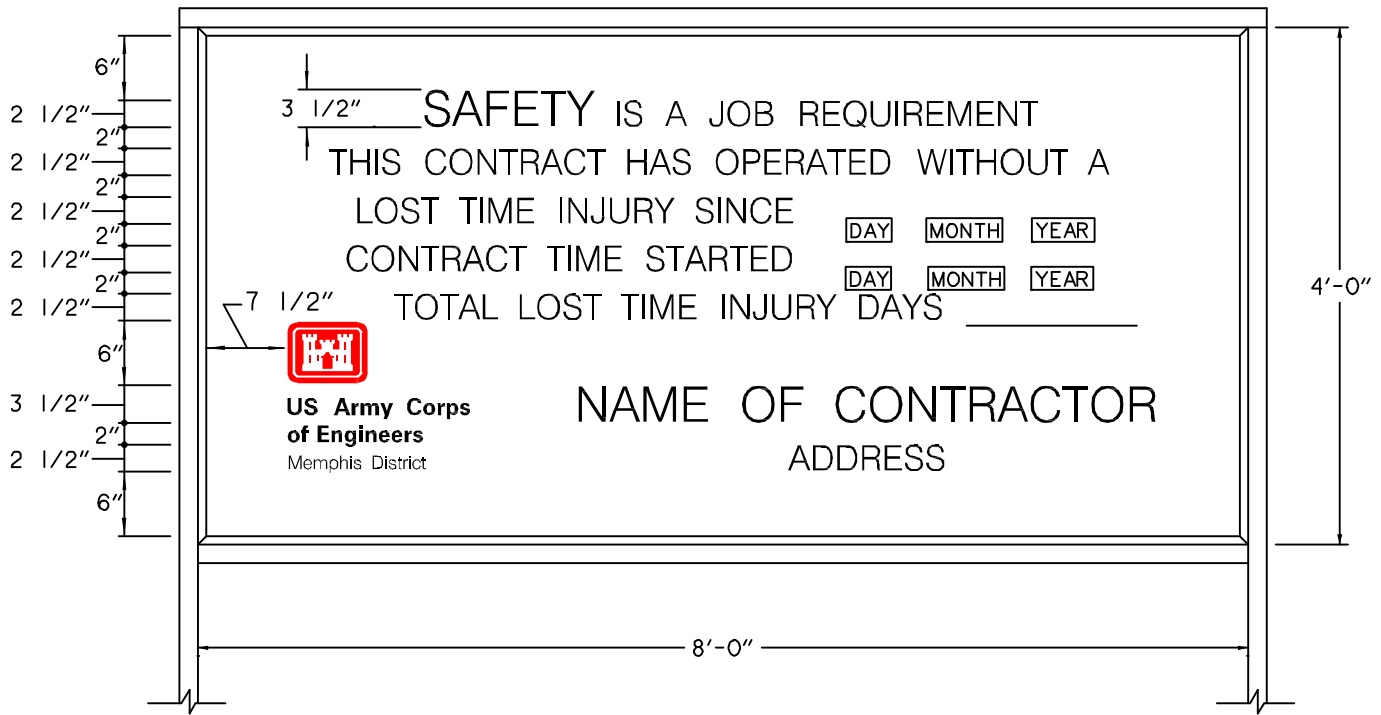
1.55. NOT USED

1.56. NOT USED.

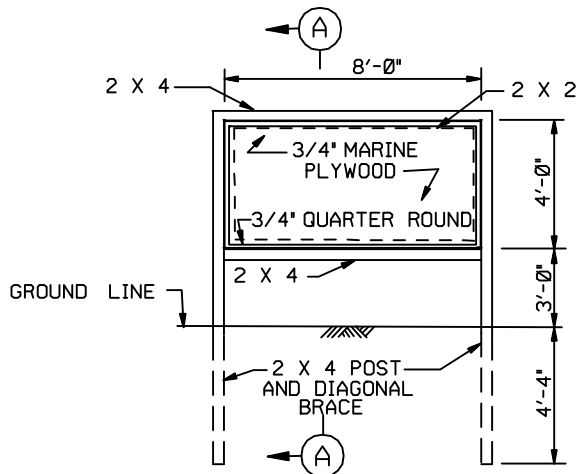
1.57. NOT USED.

1.58. NOT USED.

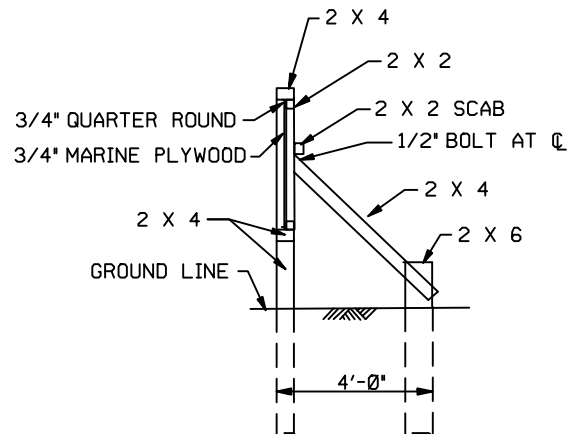
1.59. DESIGNATED BILLING OFFICE. The designated billing office for this contract shall be Caruthersville Area Office, 706 Harry S. Truman Blvd, Caruthersville, Missouri 63830-1268.



ELEVATION



ELEVATION



SECTION A-A

NOTES:

1. CONTRACTOR SHALL CONSTRUCT AND MAINTAIN A DURABLE SIGN AS SHOWN.
2. WOOD IN CONTACT WITH GROUND SHALL BE TREATED LUMBER.
3. ALL EXPOSED SURFACES SHALL BE WHITE HOUSE PAINT.
4. LETTERING SHALL BE BLACK.
5. ENGINEER CASTLE DECAL FURNISHED BY GOVERNMENT.
6. 22 GA. SHEET METAL MAY BE USED IN LIEU OF PLYWOOD.



**US Army Corps
of Engineers**

Memphis District

ENGINEER CASTLE DETAIL

SCALE: NONE

MARCH 1995

U.S. ARMY ENGINEER DISTRICT, MEMPHIS
CORPS OF ENGINEERS
MEMPHIS, TENNESSEE

SAFETY SIGN

**MISSISSIPPI RIVER FRONT PROJECT
CITY OF NEW MADRID
NEW MADRID COUNTY, MISSOURI
STORM WATER POLLUTION PREVENTION PLAN
FOR STORM WATER GENERAL PERMIT
U.S. ARMY CORPS OF ENGINEERS, MEMPHIS DISTRICT**

1. LOCATION AND NATURE OF ACTIVITY

This project consists of building a boat ramp, two parking lots, a levee walkway, restroom and two terraces. The levee will be cleaned, riprap restored to 3:1 slopes and existing riprap above elevation 285.0 covered with topsoil, geotechnical fabric and solid sodded.

A set of construction drawings showing the project location and the details of the construction will be located on the site at all times. The construction begins approximately 125 feet before New Madrid Capital Boulevard intersects the Mississippi River Levee and ends approximately 125 feet after New Madrid Main Street intersects the Mississippi River Levee.

2. AREA AFFECTED

The total area of the site, within the right-of-way limits, which will be impacted by construction, is approximately 30 acres.

3. CONTROL OF POLLUTANTS DURING CONSTRUCTION

3.1 NON-STRUCTURAL MEASURES

3.1.1 General

Prior to the beginning of any construction, the Contracting Officer will identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms outside the construction limits without special permission. The Contractor shall provide effective protection for land, water and vegetation resources at all times. The Contractor shall construct or install temporary and/or permanent erosion and sedimentation control features as indicated herein to minimize pollutants entering the Mississippi River, other water bodies or wetlands.

3.1.2 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the contract drawings or as directed by the Contracting Officer to be preserved shall be clearly identified by marking, fencing, wrapping with boards, or other approved techniques.

3.1.3 Reduction of Exposure of Unprotected Erodible Soils

All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Vegetative ground cover shall not be destroyed, removed or disturbed more than 20 calendar days prior to grading or earth moving. Clearing shall progress in reasonably sized increments as needed to use the areas developed. To the extent feasible, material embankments, side slopes, back slopes, berms and any other exposed surfaces shall be stabilized by temporary seeding, mulching, fabric mats or other approved stabilization methods, as soon as possible after material placement, or within 14 days on areas that will remain unfinished more than 21 calendar days. Should construction be halted, for any reason, temporarily or permanently, for more than 21 days, in any portion of the site, temporary or permanent turfing measures, or other approved temporary stabilization of exposed areas, such as mulching, shall be accomplished within 14 days after construction is halted.

3.2 STRUCTURAL MEASURES

3.2.1 General

Temporary erosion and sediment control measures such as silt fences, check dams, and sedimentation basins shall be constructed and maintained until permanent drainage and erosion control facilities are complete and operative. Placement of perimeter controls shall commence with initiation of construction and shall remain in effect during the remainder of construction until final stabilization of those portions of the site upward of the perimeter control. Temporary erosion controls shall be maintained until final stabilization of exposed areas, after which they shall be removed. All structural devices shall be

constructed in accordance with Temporary Erosion Control Devices Standard Drawing.

3.2.2 Silt Fences

If used, silt fences shall be constructed along the levee toe and any location where stormwater may enter the stream or wetland, along inlet ditches, and any other areas necessary to minimize the entry of excavated material into the Mississippi River.

3.2.3 Check Dams

Check dams shall be constructed across inlet ditches, drains and swales using baled straw or equivalent devices to minimize sediment entry into the stream. Check dams shall be inspected for sediment accumulation after each significant rainfall and sediment removed when it reaches one-half the height of the barrier. Sediment removal shall include removal and disposition in a location where it will not erode into construction areas, water courses or wetlands.

3.2.4 Sediment Basins

Sediment from construction areas with 10 or more disturbed acres at one time shall be trapped in temporary or permanent sediment basins. After each storm, the basins shall be allowed to settle for 24 to 48 hours after which the basins shall be pumped dry. In order to maintain basin effectiveness, accumulated sediment shall be removed when the depth of sediment reaches one-third of the depth of structure in any part of the pool. Overflow shall be controlled by paved weir, by vertical overflow pipe draining from the surface, or by a spillway protected by baled straw filter barriers in the spillway and at the outlet toe of the spillway. The collected top soil sediment shall be reused for fill on the construction site, and/or conserved for use at another site(s). If used, the basins shall provide at least 3,600 cubic feet of storage for each acre drained. Where such basins are not used, other equivalent sediment control measures are required.

3.2.5 Other Measures

Other temporary erosion and sediment control measures such as berms, dikes, swales and drains, may be used with, or in lieu of, the above mentioned measures provided they are consistent with Best Management Practices (BMPs). They shall be maintained

until permanent drainage and erosion control facilities are complete and operative. Earthen erosion control features shall be compacted and stabilized immediately with vegetation as specified in paragraphs 4.1.3 and 4.1.4.

3.2.6 Velocity Dissipation Devices

Should drains or swales be used, they shall be constructed with velocity dissipation devices (check dams) to reduce the need for more stringent erosion control practices in the swale or drain. These devices shall be removed after the erosive areas have been stabilized.

4. CONTROL OF POLLUTANTS AFTER CONSTRUCTION

4.1 ESTABLISHMENT OF TURF

4.1.1 General

Turf shall be established as a permanent erosion control measure along the clearing and excavation reaches and any other areas which are disturbed during construction. All material embankments, all berm areas, and any other disturbed areas shall be turfed. Turf shall be established in accordance with the Contract Specifications.

4.1.2 Fertilizer

Fertilizer shall be distributed uniformly over the areas to be seeded at a rate which will supply not less than 40 pounds of available nitrogen, 40 pounds of available phosphorous, and 40 pounds of potash per acre.

4.1.3 Seeding

Seed sown for permanent turfing shall be as specified in the technical specifications. Temporary seeding shall consist of grasses appropriate for the season when they are sown. A satisfactory method of sowing shall be employed, using approved mechanical power-drawn seeders, mechanical hand-seeders, broadcast-seeders, or other approved methods. When conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when

conditions are favorable or when approved alternative or corrective measures and procedures have been effected. If inspection either during seeding operations or after there is a show of green indicates that areas have been left unplanted, additional seed shall be sown.

4.1.4 Mulching

If used, mulch shall be materials that do not contain noxious grass or weed seed that might be detrimental to the turfing being established or to adjacent farmland. Mulch shall be spread uniformly in a continuous blanket, using 2 tons per acre of straw mulch or 1,200 pounds per acre of wood cellulose fiber mulch.

4.2 STATE AND LOCAL CONTROLS

There are no known State or local erosion and sediment control requirements applicable to this work other than those met by the requirements of this permit.

5. RUNOFF COEFFICIENT, IMPERVIOUS AREAS, SOILS

The runoff coefficient immediately after construction is estimated to range between 0.10 and 0.30. Once the material embankment and other disturbed areas have been re-vegetated, the runoff coefficient should return to pre-construction conditions with no increase in impervious areas.

Soils in the area consist of fat and lean clays with some sand and silty sands.

6. RECEIVING WATER

The receiving stream of The New Madrid Front Project is the Mississippi River.

7. OTHER CONSIDERATIONS

7.1 Construction is not within 1,000 feet of waters classified in 10 CSR 20-7.013, Water Quality Standards, as:

- a. Public drinking water supply lakes
- b. Outstanding National Resource Waters
- c. Outstanding State Resource Waters
- d. Streams designated for cold water sport fishery
- e. A lake in EPA's Clean Lakes Program

7.2 Construction is not within 100 feet of waters classified as major reservoirs.

8. DEFINITIONS

8.1 Best Management Practices (BMPs) Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operation procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

8.2 Commencement of Construction The initial disturbance of soils associated with clearing, grading, or excavating activities or other construction activities.

8.3 Drainage Swale A drainage way with a lining of grass, riprap, asphalt, concrete, or other material installed to convey runoff without causing erosion.

8.4 Check Dam Small temporary dams constructed across a swale or drainage ditch to reduce the velocity of runoff flows.

8.5 Final Stabilization All soil disturbing activities at the site have been completed, and a uniform perennial vegetative cover with a density of 85% of the cover for the area has been established or equivalent stabilization measures (such as the use of mulches or geo-textiles) have been employed.

9. CERTIFICATION

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

Jack V. Scherer , Colonel, Corps of Engineers	901-544-3221
<u>Name & Official Title</u>	<u>Phone No.</u>

<u>Signature</u>	<u>Date Signed</u>
------------------	--------------------

<u>Name & Official Title of Contractor</u>	<u>Phone No.</u>
--	------------------

<u>Signature</u>	<u>Date Signed</u>
------------------	--------------------

<u>Name & Official Title of Subcontractor</u>	<u>Phone No.</u>
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<u>Signature</u>	<u>Date Signed</u>
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DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01090

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SECTION 01090

SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the sponsoring organization, e.g. UL 1 (1993; Rev thru Jan 1995) Flexible Metal Conduit. However, when the sponsoring organization has not assigned a number to a document, an identifying number has been assigned for convenience, e.g. UL's unnumbered 1995 edition of their Building Materials Directory is identified as UL-01 (1995) Building Materials Directory. The sponsoring organization number (UL 1) can be distinguished from an assigned identifying number (UL-01) by the lack of a dash mark (-) in the sponsoring organization assigned number.

1.2 ORDERING INFORMATION

The addresses of the organizations whose publications are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers that were not assigned by the sponsoring organization should be ordered from the source by title rather than by number.

ACI INTERNATIONAL (ACI)
P.O. Box 9094
Farmington Hills, MI 48333-9094
Ph: 248-848-3800
Fax: 248-848-3801
Internet: <http://www.aci-int.org>

AGRICULTURAL MARKETING SERVICE (AMS)
Seed Regulatory and Testing Branch
USDA, AMS, LS Div.
Room 209, Bldg. 306, BARC-East
Beltsville, MD 20705-2325
Ph: 301-504-9430
Fax: 301-504-5454 Internet: <http://www.ams.usda.gov/lsg/ls-sd.htm>
E-mail: james_p_triplett@usda.gov

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)
444 N. Capital St., NW, Suite 249
Washington, DC 20001
Ph: 800-231-3475
Fax: 800-525-5562
Internet: www.aashto.org

NOTE: AASHTO documents with numbers beginning with M or T are available only in Standard Specifications for Transportation Materials and Methods of Sampling and Testing, 1998 @\$289.00\X

AMERICAN HARDBOARD ASSOCIATION (AHA)

1210 W. Northwest Highway
Palatine, IL 60067
Ph: 847-934-8800
Fax: 847-934-8803

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

11 West 42nd St
New York, NY 10036
Ph: 212-642-4900
Fax: 212-398-0023
Internet: www.ansi.org/

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

100 Barr Harbor Drive
West Conshohocken, PA 19428-2959
Ph: 610-832-9500
Fax: 610-832-9555
Internet: www.astm.org

NOTE: The annual ASTM Book of Standards (66 Vol) is available for \$3500.00. Prices of individual standards vary.

AMERICAN WATER WORKS ASSOCIATION(AWWA)

6666 West Quincy
Denver, CO 80235
Ph: 800-926-7337
Fax: 303-795-1989
Internet: www.awwa.org

CONCRETE REINFORCING STEEL INSTITUTE (CRSI)

933 No. Plum Grove Rd.
Schaumburg, IL 60173-4758
Ph: 847-517-1200
Fax: 847-517-1206
Internet: <http://www.crsi.org>

CORPS OF ENGINEERS (COE)

Order from:
U.S. Army Engineer Waterways Experiment Station
ATTN: Technical Report Distribution Section, Services Branch, TIC
3909 Halls Ferry Rd.
Vicksburg, MS 39180-6199
Ph: 601-634-2571
Fax: 601-634-2506

NOTE: COE Handbook for Concrete and Cement (Documents w/prefix CRD-C) (1949-present; 2 Vol) free to Government offices; \$10.00 plus \$8.00 per yr for 4 qtrly supplements to others). Individual documents, single copies free. Order from address above.
FAX: 703-321-8547

ENGINEERING MANUALS (EM)
USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)
SUPERINTENDENT OF DOCUMENTS
U.S. GOVERNMENT PRINTING OFFICE
WASHINGTON, DC 20402
Ph: 202-512-1800
Fax: 202-512-2250

NATIONAL READY-MIXED CONCRETE ASSOCIATION (NRMCA)
900 Spring St.
Silver Spring, MD 20910
Ph: 301-587-1400
Fax: 301-585-4219

U.S. DEPARTMENT OF COMMERCE (DOC)
14th Street and Constitutional Avenue, NW
Washington, DC 20230
Ph: 202-482-2112

PART 2 PRODUCTS (NOT APPLICABLE)

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DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01130

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SECTION 01130

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 DEFINITIONS

For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.2 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain, during the life of the contract, environmental protection. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with Federal, State, and local regulations pertaining to the environment, including but not limited to water, air, and noise pollution.

1.2.1 Environmental Protection Plan

Within 21 days after receipt of Notice of Award of the contract, the Contractor shall submit in writing an Environmental Protection Plan and, prior to starting work, and meet with representatives of the Contracting Officer to develop mutual understanding relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. The Government reserves the right to make changes in his environmental protection plan and operations as necessary to maintain satisfactory environmental protection performance. The Environmental Protection Plan shall include but not be limited to the following:

1.2.1.1 Protection of Features

The Contractor shall determine methods for the protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological and cultural resources.

1.2.1.2 Procedures

The Contractor shall implement procedures to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

1.2.1.3 Permit or License

The Corps will obtain all needed permits or licenses.

1.2.1.4 Drawings

The Contractor shall include drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, stockpiles of earth materials, and disposal areas for excess earth material and unsatisfactory earth materials.

1.2.1.5 Environmental Monitoring Plans

The Contractor shall include environmental monitoring plans for the job site which incorporate land, water, air and noise monitoring.

1.2.1.6 Traffic Control Plan

The Contractor shall include a traffic control plan for the job site.

1.2.1.7 Surface and Ground Water

The Contractor shall establish methods of protecting surface and ground water during construction activities.

1.2.1.8 Work Area Plan

The Contractor shall include a work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan shall include measures for marking the limits of use areas.

1.2.1.9 Plan of Borrow Area(s)

The Contractor shall include a plan of borrow area(s) for the job site.

1.3 SUBCONTRACTORS

Assurance of compliance with this section by subcontractors will be the responsibility of the Contractor.

1.4 PERMITS OBTAINED BY CORPS OF ENGINEERS

The Corps of Engineers will not obtain any permits for this project. See Contract Clause entitled "PERMITS AND RESPONSIBILITIES".

1.5 REGULATORY REQUIREMENTS

The Contractor shall comply with all state regulatory and statutory

requirements.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the contract drawings or specifications. Environmental protection shall be as stated in the following subparagraphs.

3.1.1 Protection of Land Resources

Prior to the beginning of any construction, the Contracting Officer will identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without special permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

3.1.1.1 Work Area Limits

Prior to any construction, the Contractor shall mark the areas where no work is to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence and during all construction operations. Where construction operations are to be conducted during darkness, the markers shall be visible during darkness. The Contractor shall convey to his personnel the purpose of marking and/or protection of all necessary objects.

3.1.1.2 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features to be preserved, indicated and defined on the drawings submitted by the Contractor as a part of the Environmental Protection Plan, shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

3.1.1.3 Reduction of Exposure of Unprotected Erodible Soils

Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the Contracting Officer.

3.1.1.4 Temporary Protection of Disturbed Areas

Such methods as necessary shall be utilized to effectively prevent erosion and control sedimentation, including but not limited to the following:

a. Retardation and Control of Runoff

Runoff from the construction site shall be controlled by construction of diversion ditches, benches, and berms to retard and divert runoff to protected drainage courses, and the Contractor shall also utilize any measures required by area-wide plans approved under Paragraph 208 of the Clean Water Act.

3.1.1.5 Erosion and Sedimentation Control Devices

The Contractor shall construct or install all temporary and permanent erosion sedimentation control features. Temporary erosion and sediment control measures such as berms, dikes, drains, sedimentation basin, grassing and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.

3.1.1.6 Location of Contractor Facilities

The Contractor's field offices, staging areas, stockpiles, storage, and temporary buildings shall be placed in areas designated on the contract drawings and approved by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only on approval by the Contracting Officer.

3.1.1.7 Borrow Areas on Government Property

Borrow areas on Government property shall be managed to minimize erosion and to prevent sediment from entering nearby water courses or lakes.

3.1.1.8 Disposal Areas on Government Property

Disposal areas on Government property shall be managed and controlled to limit material to areas designated on the contract drawings and prevent erosion of soil or sediment from entering nearby water courses or lakes. Disposal areas shall be developed in accordance with the grading plan indicated on the contract drawings.

3.1.1.9 Temporary Excavation and Embankments

Temporary excavation and embankments shall be controlled to protect adjacent areas from contamination.

3.1.1.10 Disposal of Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination. The Contractor shall transport all solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal.

3.1.1.11 Disposal of Chemical Wastes

Chemical wastes shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and local regulations.

3.1.1.12 Disposal of Discarded Materials

Discarded materials other than those which can be included in the solid waste category shall be handled as directed by the Contracting Officer.

3.2 HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES

Existing historical, archaeological and cultural resources within the Contractor's work area will be so designated by the Contracting Officer and precautions shall be taken by the Contractor to preserve all such resources as they existed at the time they were pointed out to the Contractor. The Contractor shall install all protection for these resources so designated on the contract drawings and shall be responsible for their preservation during this contract. If during construction items of apparent archaeological or historical interest are discovered, they shall be left undisturbed and the Contractor shall report the find immediately to the Contracting Officer.

3.3 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities which are included in this contract.

3.3.1 Diversion Operations

The Contractor shall plan his operations and perform all work necessary to minimize adverse impact or violation of the water quality standard. Construction operations for dewatering shall be controlled at all times to limit impact of water turbidity on the habitat for wildlife and impacts on water quality for downstream use.

3.3.2 Stream Crossings

Stream crossings shall be controlled during construction. Crossings shall provide movement of materials or equipment which does not violate water pollution control standards of the Federal, State or local government.

3.3.3 Monitoring of Water Areas Affected by Construction Activities

Monitoring of water areas affected by construction activities shall be the responsibility of the Contractor. All water areas affected by construction activities shall be monitored by the Contractor.

3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife. Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to beginning of construction operations.

3.5 PROTECTION OF AIR RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the laws of the state or states in which the work is being done and all Federal emission and performance laws and standards. Special management techniques as set out below shall be implemented to control air pollution by the construction activities which are included in the contract.

3.5.1 Particulates

Dust particles, aerosols, gaseous by-products from all construction activities, processing and preparation of materials, such as from asphaltic batch plants, shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, excess excavated material areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards mentioned in the paragraph "PROTECTION OF AIR RESOURCES" to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times. The Contractor must have sufficient competent equipment available to accomplish this task. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

3.5.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times

3.5.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

3.5.4 Monitoring Air Quality

Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the construction activities shall be monitored by the Contractor.

3.6 INSPECTION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such

suspension.

3.7 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all area(s) used for construction.

3.8 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas. Such restoration shall be in accordance with the plans submitted for approval by the Contracting Officer.

3.9 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain all constructed facilities and temporary pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.10 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers and instruments required for monitoring purposes) to insure adequate and continuous environmental pollution control.

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01270

MEASUREMENT AND PAYMENT
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PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 615/A 615M	(1996a) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM C 127	(1988; R 1993) Specific Gravity and Absorption of Course Aggregate
ASTM C 128	(1993) Specific Gravity and Absorption of Fine Aggregate
ASTM D 1250	(1980; R 1990) Petroleum Measurement Tables

1.2 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.2.1 Mobilization and Demobilization

1.2.1.1 Payment

Payment will be made for costs associated with mobilization and demobilization, as defined in Special Contract Requirement PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

1.2.1.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.2 Environmental Protection

1.2.2.1 Payment

Payment will be made for all costs associated with performing all operations necessary to prevent and/or control pollution that would develop during construction and otherwise providing protection of the environment during construction.

1.2.2.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.3 Clearing and Grubbing

1.2.3.1 Payment

Payment will be made for costs associated with furnishing labor, materials and equipment, and performing all operations necessary for Clearing and Grubbing the Site. Clearing will also include dressing the existing riprap areas below elevation 285.0 to eliminate any abrupt changes.

1.2.3.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.4 Demolition

1.2.4.1 Payment

Payment will be made for costs associated with furnishing labor, materials and equipment, and performing all operations necessary for demolition of specified items on the work site.

1.2.4.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.5 Debris Clean-Up (Levee Embankment)

1.2.5.1 Payment

Payment will be made for costs associated with furnishing labor, materials and equipment, and performing all operations necessary for levee embankment debris clean-up, as specified.

1.2.5.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.6 Storm Sewer, Inlets and Junction Boxes

1.2.6.1 Payment

Payment will be made for costs associated with furnishing labor, materials and equipment, and performing all operations necessary for construction of the Storm Sewer and all Inlets and Junction Boxes.

1.2.6.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.7 Pavement Markings

1.2.7.1 Payment

Payment will be made for costs associated with furnishing labor, materials and equipment, and performing all operations necessary for providing and installing all Pavement Markings.

1.2.7.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.8 Site Furnishings

1.2.8.1 Payment

Payment will be made for costs associated with furnishing labor, materials and equipment, and performing all operations necessary for furnishing the site with picnic tables, trash receptacles, benches and bike racks specified in the plans.

1.2.8.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.9 Prefabricated Restroom

1.2.9.1 Payment

Payment will be made for costs associated with furnishing labor, materials and equipment, to include plumbing, fixtures, electrical, concrete slab foundation and other features of the restroom and performing all operations necessary for construction of the Prefabricated Restroom.

1.2.9.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.10 Prefabricated Gazebo

1.2.10.1 Payment

Payment will be made for costs associated with furnishing labor, materials and equipment, and performing all operations necessary for construction of the Prefabricated Gazebo. This includes concrete slab foundation.

1.2.10.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.11 Exterior Planting

1.2.11.1 Payment

Payment will be made for costs associated with furnishing labor, materials and equipment, and performing all operations necessary for landscaping the site with trees and other plants as specified in the plans.

1.2.11.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.12 River Access - Amphitheater

1.2.12.1 Payment

Payment will be made for costs associated with furnishing labor, materials and equipment, and performing all operations necessary for construction of the river access. Materials include footing, steps, segmental concrete wall units, reinforced concrete seat, geotextile, drain pipe.

1.2.12.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.13 Sign (New Madrid)

1.2.13.1 Payment

Payment will be made for costs associated with furnishing labor, materials and equipment, and performing all operations necessary for providing and installing the "New Madrid" sign with foundation.

1.2.13.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.14 Signs (Traffic)

1.2.14.1 Payment

Payment will be made for costs associated with furnishing labor, materials and equipment, and performing all operations necessary for providing and installing all new and/or temporary signs for traffic control.

1.2.14.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.15 PVC Waterline for Restroom

1.2.15.1 Payment

Payment will be made for costs associated with furnishing labor, materials and equipment, and performing all operations necessary for construction of the PVC Waterline and tie to New Madrid city water system for the restroom.

1.2.15.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.16 Sanitary Sewer

1.2.16.1 Payment

Payment will be made for costs associated with furnishing labor, materials and equipment, and performing all operations necessary for construction of the Sanitary Sewer.

1.2.16.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.17 Street Lights

1.2.17.1 Payment

Payment will be made for costs associated with furnishing labor, materials and equipment, and performing all operations necessary for providing and installing all Street Lights.

1.2.17.2 Unit of Measure

Unit of measure, lump sum: LS.

1.2.18 Electrical Work

1.2.18.1 Payment

Payment will be made for costs associated with furnishing and installing all electrical wiring and associated equipment. The city of New Madrid will provide drops as indicated on the electrical contract drawings.

1.2.18.2 Unit of Measure

Unit of measure, lump sum: LS.

1.3 UNIT PRICE PAYMENT ITEMS

(1) Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

(2) Delivery by barge

a. The unit of measurement for stone will be the ton (2,000 pounds). Quantities will be computed to the nearest whole ton.

b. Measurement shall be by displacement.

c. The Contractor shall furnish, not later than 5 days after receipt of notice to proceed, a list of barges, by name or number, which he

anticipates using on this contract. Additional barge names or numbers shall be furnished during the progress of the work for any additional barges to be used. Displacement tables shall be furnished for any barge that has not already had displacement tables furnished and approved. The Contractor shall furnish with the barge displacement tables a drawing of the barge. The drawings shall show, as a minimum, the length, width, and depth of the barge and dimensions of the rake or rakes. Each such table shall have its accuracy certified by a person or firm, other than the Contractor, customarily performing this service and whom the Contracting Officer has approved. Each table submitted shall show the name and/or number of the barge, the barge dimensions, the barge owner, the name of the fabricator, certification, and date of certification of the person or firm preparing the table. All new or modified barges shall be field checked for current dimension by the Contractor in the presence of the Government Quality Assurance Representative. Each table submitted shall contain, in parallel columns, the freeboard of the barge in feet and tenths from zero to the full depth of the barge, and the corresponding gross displacement to the nearest ton. After barge table(s) have been verified by the Government, they will be incorporated into the MVD Standardized Barge Tables. Stone shall not be unloaded from any barge for which a displacement table has not been previously furnished and approved until the day after the Contractor is advised of the Contracting Officer's approval of the displacement table for that barge.

d. Each barge shall be suitably marked with two displacement gaging lines on each side of the barge. Each gaging line shall be painted perpendicular to the edge of the barge and be no less than 4 inches wide and 1 foot long on both the deck and side of the barge. Barges with rakes shall have the displacement gage lines placed at each corner of the box section between the rakes. If a barge has a box end or ends, the gaging lines shall be placed approximately four feet from the box end.

e. The freeboard will be measured at the 4 gaging locations and the displacement determined by the use of the MVD Standardized Barge Tables from the average of these measurements. The displacement shall be determined before and after the barge is unloaded and the difference between these values shall be the quantity delivered.

(3) Delivery by truck

a. The unit of measurement for stone will be the ton (2,000 pounds). Quantities will be computed to the nearest whole ton.

b. When stone, not handled by barge, is delivered by truck from a quarry or railroad siding, it shall be weighed on approved scales before being placed in the work. The scales shall be located as near the site of work as practicable and shall be tested as often as necessary to ensure accurate weights, as determined by the Contracting Officer. The Contractor shall furnish the scales and shall weigh the stone in the presence of a Quality Assurance Representative, who will certify the correctness thereof. Weight certificates furnished by a public weigh master will be acceptable in lieu of such procedures when authorized by the Contracting Officer.

1.3.1 Riprap "R90"

1.3.1.1 Payment

Payment will be made for costs associated with furnishing, transporting, stockpiling (if applicable) and placing the riprap "R90" protection as specified.

1.3.1.2 Measurement

Riprap "R90" will be measured for payment by the ton (2,000 pounds).

1.3.1.3 Unit of Measurement

Unit of measurement, ton: TN.

1.3.2 Riprap "R200"

1.3.2.1 Payment

Payment will be made for costs associated with furnishing, transporting, stockpiling (if applicable) and placing the riprap "R200" protection as specified.

1.3.2.2 Measurement

Riprap "R200" will be measured for payment by the ton (2,000 pounds).

1.3.2.3 Unit of Measurement

Unit of measurement, ton: TN.

1.3.3 Excavation

1.3.3.1 Payment

Payment for excavation will be made at the contract unit price per cubic yard for "Excavation", which price and payment shall constitute full compensation for all necessary excavation as specified herein.

1.3.3.2 Measurement

Measurement will be per section 00800 paragraph 1.10 and between original and theoretical line and grades for such work as indicated on the drawings.

1.3.3.3 Unit of Measure

Unit of measure, cubic yard: CY.

1.3.4 Impervious Backfill

1.3.4.1 Payment

Payment for impervious backfill will be made at the contract unit price per cubic yard for "Impervious Backfill", which price and payment shall constitute full compensation for constructing the backfill as specified herein.

1.3.4.2 Measurement

Measurement for impervious backfill will be made within the limits and between the theoretical lines and grade for such work as indicated on the drawings and/or as modified by the Contracting Officer.

1.3.4.3 Unit of Measure

Unit of measure, cubic yard: CY.

1.3.5 Topsoil

1.3.5.1 Payment

Payment for topsoil will be made at the contract unit price per cubic yard for "Topsoil", which price and payment shall constitute full compensation for constructing the topsoil as specified herein.

1.3.5.2 Measurement

Measurement for topsoil will be made within the limits and between the theoretical lines and grade for such work as indicated on the drawings and/or as modified by the Contracting Officer.

1.3.5.3 Unit of Measure

Unit of measure, cubic yard: CY.

1.3.6 Erosion Control Blanket

1.3.6.1 Payment

Payment will be made for the costs associated with furnishing and placing the erosion control blanket as specified.

1.3.6.2 Measurement

Erosion control blanket will be measured for payment by the square yard.

1.3.6.3 Unit of Measure

Unit of Measure, square yard: SY.

1.3.7 Geotextile

1.3.7.1 Payment

Payment will be made for the costs associated with furnishing and placing the geotextile as specified.

1.3.7.2 Measurement

Geotextile will be measured for payment by the square yard. Square yards measured will be the actual surface area with no adjustment for the overlapping material within seams or overlaps.

1.3.7.3 Unit of Measure

Unit of Measure, square yard: SY.

1.3.8 Asphaltic Concrete Pavements

1.3.8.1 Payment

Payment will be made at the contract unit price per ton for "Asphaltic Concrete Pavements", which price includes the cost of all labor, materials and the use of equipment and tools required to complete the asphaltic concrete paving work.

1.3.8.2 Measurement

Asphaltic Concrete Pavements will be measured for payment by the ton (2,000 pounds). The pavements will be measured for payment, in the presence of a Government Inspector unless waived by the Contracting Officer, by being weighed on approved, accurately calibrated scales furnished by and at the expense of the Contractor. Weight certificates furnished by a public weighmaster where available will be acceptable in lieu of such procedure when authorized by the Contracting Officer. Individual weight tickets shall be furnished the Government Inspector at the time of delivery.

1.3.8.3 Unit of Measure

Unit of measure, ton: TN.

1.3.9 Aggregate Base Course

1.3.9.1 Payment

Payment for aggregate base course will be made at the contract unit price per cubic yard for "Aggregate Base Course", which price and payment shall constitute full compensation for constructing the aggregate base course as specified herein.

1.3.9.2 Measurement

Measurement for aggregate base course will be made within the limits and between the theoretical lines and grade for such work as indicated on the drawings and/or as modified by the Contracting Officer.

1.3.9.3 Unit of Measure

Unit of measure, cubic yard: CY.

1.3.10 Concrete Paving

1.3.10.1 Payment

Payment will be made at the contract price per square yard for parking lots and boat ramp. Payment will constitute full compensation for furnishing all materials, equipment, plant and tools, and for all labor and other incidentals necessary to complete the concrete pavement. No separate payment will be made for toewalls, any cementitious materials, admixtures, steel reinforcement, dowels or tie bars, or for any joint materials.

1.3.10.2 Measurement

Concrete will be measured in place in the completed and accepted pavement only within the neat line dimensions shown in the contract drawings.

1.3.10.3 Unit of Measure

Unit of measure, square yards: SY.

1.3.11 Walkway/Observation Nodes w/Brick Pavers

1.3.11.1 Payment

Payment will be made for costs associated with furnishing, transporting, stockpiling, placing, and constructing the walkway with brick pavers, concrete edging, gravel and PVC drainpipe as specified.

1.3.11.2 Measurement

Walkway with Brick Pavers and concrete edging will be measured for payment by the square yard.

1.3.11.3 Unit of Measure

Unit of Measure, square yard: SY.

1.3.12 Segmental Concrete Block Retaining Wall

1.3.12.1 Payment

Payment will be made for costs associated with furnishing, transporting, stockpiling, placing, and constructing the segmental concrete block retaining wall, geotextile fabric and PVC underdrain as specified.

1.3.12.2 Measurement

Segmental Concrete Block Retaining Wall will be measured for payment by the square foot. Area measured is from top of footing to concrete edging.

1.3.12.3 Unit of Measure

Unit of Measure, square foot: SF.

1.3.13 Sodding

1.3.13.1 Payment

Payment will be made for the costs associated with furnishing and placing the sod as specified.

1.3.13.2 Measurement

Sodding will be measured for payment by the square yard of the actual surface being covered.

1.3.13.3 Unit of Measure

Unit of Measure, square yards: SY.

1.3.14 Cast-in-Place Structural Concrete

1.3.14.1 Payment

Payment will be made at the contract unit price per cubic yard for "Cast-in-Place Structural Concrete", which price includes the cost of all labor, materials, reinforcement, and the use of equipment and tools required to complete the concrete work. Items paid under this section include new dead man, flumes, sidewalks, handicap ramp in parking lot B, steps at boat ramp, terraces, and precast section of boat ramp.

1.3.14.2 Measurement

Measurement of cast-in-place structural concrete for payment will be made on the basis of the actual volume within the neat lines of the structure as indicated on the contract drawings. No deductions will be made for rounded or beveled edges, for spacer occupied by metal work, for conduits, for voids or for embedded items which are less than 5 cubic feet in volume or 1 square foot in cross section.

1.3.14.3 Unit of Measure

Unit of measure, cubic yard: CY.

1.3.15 Curb and Gutter

1.3.15.1 Payment

Payment will be made at the contract unit price per linear foot for "Curb and Gutter", which price includes the cost of all labor, materials, reinforcement, and the use of equipment and tools required to complete the curb and gutter work.

1.3.15.2 Measurement

Measurement of curb and gutter for payment will be made on the basis of the actual linear feet constructed.

1.3.15.3 Unit of Measure

Unit of measure, linear feet: LF.

1.3.16 Stone Veneer (On Existing Retaining Wall)

1.3.16.1 Payment

Payment for stone veneer will be made at the contract unit price per square foot for "Stone Veneer", which price and payment shall constitute full compensation for furnishing, transporting, stockpiling and placing the stone veneer on the existing retaining wall as specified.

1.3.16.2 Measurement

Stone Veneer will be measured for payment by the square foot.

1.3.16.3 Unit of Measure

Unit of measure, square foot: SF.

1.3.17 Handrail / Levee Walkway

1.3.17.1 Payment

Payment will be made for the costs associated with furnishing and placing the handrail/levee walkway as specified and shown on the drawings.

1.3.17.2 Measurement

Handrail will be measured for payment by the actual linear feet placed along the centerline of the walkway as specified or shown.

1.3.17.3 Unit of Measurement

Unit of measurement, linear feet: LF.

1.3.18 Handrail / Handicapped / Terraces / Stairs

1.3.18.1 Payment

Payment will be made for the costs associated with furnishing and placing the handrail/handicapped/terraces/stairs as specified.

1.3.18.2 Measurement

Handrail will be measured for payment by the actual linear feet placed as specified or shown.

1.3.18.3 Unit of Measurement

Unit of measurement, linear feet: LF.

1.3.19 Handrail / Boat Ramp

1.3.19.1 Payment

Payment will be made for the costs associated with furnishing and placing the handrail / boat ramp as specified.

1.3.19.2 Measurement

Handrail will be measured for payment by the actual linear feet placed as specified or shown.

1.3.19.3 Unit of Measurement

Unit of measurement, linear feet: LF.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01330

SUBMITTAL PROCEDURES

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers as follows:

SD-01 Data

SD-04 Drawings

SD-06 Instructions

SD-07 Schedules

SD-08 Statements

SD-09 Reports

SD-13 Certificates

SD-14 Samples

SD-18 Records

SD-19 Operation and Maintenance Manuals

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory.

Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and Number of copies specified for the initial submittal. If the Contractor Considers any correction indicated on the submittals to constitute a Change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this section is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor will also be given the submittal register as a diskette containing the computerized ENG Form 4288 and instructions on

the use of the diskette. Columns "d" through "r" have been completed by the Government; the Contractor shall complete columns "a" and "s" through "u" and submit the forms (hard copy plus associated electronic file) to the Contracting Officer for approval within 10 calendar days after Notice to Proceed. The Contractor shall keep this diskette up-to-date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals

3.4 TRANSMITTAL FORM ENG FORM 4025

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

Submittals shall be prepared ,as specified, with four(4) copies and the Original delivered to the Contracting Officer.

3.5.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. Deviating submittals shall allow 60 calendar days exclusive of mailing time for review and approval. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Three copies of the submittal will be retained by the Contracting Officer and one copy of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

--End of Section--

CONTRACTOR	
(Firm Name)	
_____	Approved
_____	Approved with corrections as noted on submittal data and/or attached sheets(s).
SIGNATURE: _____	
TITLE: _____	
DATE: _____	

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <i>(Read instructions on the reverse side prior to initiating this form)</i>	DATE	TRANSMITTAL NO.
---	------	-----------------

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS *(This section will be initiated by the contractor)*

TO:	FROM:	CONTRACT NO.	CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____
-----	-------	--------------	--

SPECIFICATION SEC. NO. <i>(Cover only one section with each transmittal)</i>	PROJECT TITLE AND LOCATION	CHECK ONE: THIS TRANSMITTAL IS FOR <input type="checkbox"/> FIO <input type="checkbox"/> GOV'T. APPROVAL
--	----------------------------	---

ITEM NO.	DESCRIPTION OF ITEM SUBMITTED <i>(Type size, model number/etc.)</i>	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <i>(See instruction no. 8)</i>	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE	VARIATION <i>(See instruction No. 6)</i>	FOR CE USE CODE
				SPEC. PARA. NO. <i>e.</i>	DRAWING SHEET NO. <i>f.</i>			
<i>a.</i>	<i>b.</i>	<i>c.</i>	<i>d.</i>	<i>e.</i>	<i>f.</i>	<i>g.</i>	<i>h.</i>	<i>i.</i>

REMARKS	I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated. _____ NAME AND SIGNATURE OF CONTRACTOR
---------	---

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED <i>(List by Item No.)</i>	NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY	DATE
---	--	------

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A	--	Approved as submitted.	E	--	Disapproved (See attached).
B	--	Approved, except as noted on drawings.	F	--	Receipt acknowledged.
C	--	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX	--	Receipt acknowledged, does not comply as noted with contract requirements.
D	--	Will be returned by separate correspondence.	G	--	Other (<i>Specify</i>)

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

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SUBMITTAL REGISTER (ER 415-1-10)																			CONTRACT NO.						
TITLE AND LOCATION MISSISSIPPI RIVER FRONT PROJECT - CITY OF NEW MADRID NEW MADRID, MISSOURI											CONTRACTOR						SPECIFICATION SECTION 02922								
ACTIVITY NO.	TRANS-MITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSIFICATION		CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION		REMARKS	
					D A T A	D R A W I N G S	I N S T R U C T I O N S	S C H E D U L E S	S T A T E M E N T S	R E P O R T S	C E R T I F I C A T E S	S A M P L E S	R E C O R D S	I N F O R M A T I O N O N L Y			G O V A R E P R E M O V E M E N T	R E V I E W E R	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	C O D E	DATE		SUBMIT TO GOVERN- MENT
a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r	s	t	u	v	w	x	y	z
			1.2	Chemical Treatment Material	X										X										
			1.2	Topsoil	X										X										
			1.2	Application of Pesticide																					
			1.2	Delivered Topsoil								X		X											
			1.2	Soil Amendments								X		X											
			1.2	Temporary Seeding							X			X											
			1.2	Equipment Calibration					X					X											
			1.2	Soil Test					X					X											
			1.2	Sod						X				X											
			1.2	Topsoil							X			X											
			1.2	pH Aduster							X			X											
			1.2	Fertilizer							X			X											
			1.2	Organic Material							X			X											
			1.2	Soil Conditioner							X			X											
			1.2	Pesticide							X			X											

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ENG FORM 4288-R, MAR 95

EDITION OF SEP 93 IS OBSOLETE

PAGE _____ OF _____ PAGES

(Proponent CEMP-CE)

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SUBMITTAL REGISTER (ER 415-1-10)																	CONTRACT NO.								
TITLE AND LOCATION MISSISSIPPI RIVER FRONT PROJECT - CITY OF NEW MADRID NEW MADRID, MISSOURI																	CONTRACTOR		SPECIFICATION SECTION 04220						
ACTIVITY NO.	TRANSMITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSIFICATION	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION		REMARKS		
					DRAWINGS	INSTRUCTIONS	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	INFORMATION ONLY	GOVERNMENT REVIEWER	APPROVAL NEEDED BY		MATERIAL NEEDED BY	DATE	SUBMIT TO GOVERNMENT	DATE						
a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r	s	t	u	v	w	x	y	z
			1.2	Detail Drawings	X										X										
			1.2	Expansion Joint Materials								X		X											
			1.2	Clay or Shale Brick								X		X											
			1.2	Concrete Masonry Unit								X		X											
			1.2	Prefaced Concrete Masonry Unit Sample Panel								X		X											
			1.2	Masonry Veneer/Steel Stud Wall System						X				X											
			1.2	Concrete Masonry Unit							X			X											
			1.2	Joint Reinforcement							X			X											
			1.2	Expansion Joint Materials							X			X											
			1.2	Exterior Sheathing							X			X											
			1.2	Moisture Barrier							X			X											
			1.2	Vapor Retarder							X			X											
			1.2	Veneer Anchors							X			X											
			1.2	Welding							X			X											

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DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01356

STORM WATER POLLUTION PREVENTION MEASURES

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SECTION 01356

STORM WATER POLLUTION PREVENTION MEASURES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3786	(1987) Hydraulic Bursting Strength of Knitted Goods and Nonwoven Fabrics - Diaphragm Bursting Strength Tester Method
ASTM D 4439	(1995) Standard Terminology for Geotextiles
ASTM D 4491	(1992) Water Permeability of Geotextiles by Permittivity
ASTM D 4533	(1991) Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	(1991) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(1995) Determining Apparent Opening Size of a Geotextile
ASTM D 4873	(1995) Identification, Storage, and Handling of Geotextiles

1.2 GENERAL

The Contractor shall implement the storm water pollution prevention measures specified in this section in a manner which will meet the requirements of Section 01130 ENVIRONMENTAL PROTECTION, and the requirements of the National Pollution Discharge Elimination System (NPDES) permit attached to that Section.

1.3 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-13 Certificates

Mill Certificate or Affidavit; FIO.

1.4 EROSION AND SEDIMENT CONTROLS

The controls and measures required by the Contractor are described below.

1.4.1 Stabilization Practices

The stabilization practices to be implemented shall include temporary seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, erosion control mats, protection of trees, preservation of mature vegetation, etc. On his daily CQC Report, the Contractor shall record the dates when the major grading activities occur, (e.g., clearing and grubbing, excavation, embankment, and grading); when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated. Except as provided in paragraphs UNSUITABLE CONDITIONS and NO ACTIVITY FOR LESS THAN 21 DAYS, stabilization practices shall be initiated as soon as practicable, but no more than 14 days, in any portion of the site where construction activities have temporarily or permanently ceased.

1.4.1.1 Unsuitable Conditions

Where the initiation of stabilization measures by the fourteenth day after construction activity temporarily or permanently ceases is precluded by unsuitable conditions caused by the weather, stabilization practices shall be initiated as soon as practicable after conditions become suitable.

1.4.1.2 No Activity for Less Than 21 Days

Where construction activity will resume on a portion of the site within 21 days from when activities ceased (e.g., the total time period that construction activity is temporarily ceased is less than 21 days), then stabilization practices do not have to be initiated on that portion of the site by the fourteenth day after construction activity temporarily ceased.

1.4.2 Structural Practices

Structural practices shall be implemented to divert flows from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Structural practices shall be implemented in a timely manner during the construction process to minimize erosion and sediment runoff. Structural practices shall include the following devices:

1.4.2.1 Silt Fences

The Contractor shall provide silt fences as a temporary structural practice to minimize erosion and sediment runoff. Silt fences shall be properly installed to effectively retain sediment immediately after completing each phase of work where erosion would occur in the form of sheet and rill erosion (e.g. clearing and grubbing, excavation, embankment, and grading). Final removal of silt fence barriers shall be upon approval by the Contracting Officer.

1.4.2.2 Straw Bales

The Contractor shall provide bales of straw as a temporary structural practice to minimize erosion and sediment runoff. Bales shall be properly placed to effectively retain sediment immediately after completing each phase of work (e.g., clearing and grubbing, excavation, embankment, and grading) in each independent runoff area (e.g., after clearing and grubbing in a area between a ridge and drain, bales shall be placed as work progresses, bales shall be removed/replaced/relocated as needed for work to progress in the drainage area). Final removal of straw bale barriers shall be upon approval by the Contracting Officer. Rows of bales of straw shall be provided as follows:

- a. Along the downhill perimeter edge of all areas disturbed.
- b. Along the top of the slope or top bank of drainage ditches, channels, swales, etc. that traverse disturbed areas.
- c. Along the toe of all cut slopes and fill slopes of the construction areas.
- d. Perpendicular to the flow in the bottom of existing drainage ditches, channels, swales, etc. that traverse disturbed areas or carry runoff from disturbed areas. Rows shall be spaced a maximum of 200 feet apart.
- e. Perpendicular to the flow in the bottom of new drainage ditches, channels, and swales. Rows shall be spaced a maximum of 200 feet apart.
- f. At the entrance to culverts that receive runoff from disturbed areas.

PART 2 PRODUCTS

2.1 COMPONENTS FOR SILT FENCES

2.1.1 Filter Fabric

The geotextile shall comply with the requirements of ASTM D 4439, and shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. The filament shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of ester, propylene, or amide, and shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistance to deterioration due to ultraviolet and heat exposure. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of 0 to 120 degrees F. The filter fabric shall meet the following requirements:

FILTER FABRIC FOR SILT SCREEN FENCE

PHYSICAL PROPERTY	TEST PROCEDURE	STRENGTH REQUIREMENT
Grab Tensile	ASTM D 4632	100 lbs. min.

Elongation (%)		30 % max.
Trapezoid Tear	ASTM D 4533	55 lbs. min.
Mullen Burst	ASTM D 3786	270 lbs. min.
Permittivity	ASTM D 4491	0.2 sec-1
AOS (U.S. Std Sieve)	ASTM D 4751	20-100

2.1.2 Silt Fence Stakes and Posts

The Contractor may use either wooden stakes or steel posts for fence construction. Wooden stakes utilized for silt fence construction, shall have a minimum cross section of 2 inches by 2 inches when oak is used and 4 inches by 4 inches when pine is used, and shall have a minimum length of 5 feet. Steel posts (standard "U" or "T" section) utilized for silt fence construction, shall have a minimum weight of 1.33 pounds per linear foot and a minimum length of 5 feet.

2.1.3 Mill Certificate or Affidavit

A mill certificate or affidavit shall be provided attesting that the fabric and factory seams meet chemical, physical, and manufacturing requirements specified above. The mill certificate or affidavit shall specify the actual Minimum Average Roll Values and shall identify the fabric supplied by roll identification numbers. The Contractor shall submit a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the filter fabric.

2.1.4 Identification Storage and Handling

Filter fabric shall be identified, stored and handled in accordance with ASTM D 4873.

2.2 COMPONENTS FOR STRAW BALES

The straw in the bales shall be stalks from oats, wheat, rye, barley, or rice, furnished in air dry condition. The bales shall have a standard cross section of 14 inches by 18 inches. All bales shall be either wire-bound or string-tied. The Contractor may use either wooden stakes or steel posts to secure the straw bales to the ground. Wooden stakes utilized for this purpose, shall have a minimum dimensions of 2 inches x 2 inches in cross section and shall have a minimum length of 3 feet. Steel posts (standard "U" or "T" section) utilized for securing straw bales, shall have a minimum weight of 1.33 pounds per linear foot and a minimum length of 3 feet.

3 EXECUTION

3.1 INSTALLATION OF SILT FENCES

Silt fences shall extend a minimum of 16 inches above the ground surface and shall not exceed 34 inches above the ground surface. Filter fabric shall be from in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter fabric shall be spliced together at a support post, with a minimum 6 inch overlap, and securely sealed. A trench shall be excavated approximately 4 inches wide and 4

inches deep on the upslope side of the location of the silt fence. The 4-inch by 4-inch trench shall be backfilled and the soil compacted over the filter fabric. Silt fences shall be removed upon approval by the Contracting Officer.

3.2 INSTALLATION OF STRAW BALES

Straw bales shall be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another. Straw bales shall be installed so that bindings are oriented around the sides rather than along the tops and bottoms of the bales in order to prevent deterioration of the bindings. The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. After the bales are staked and chinked (gaps filled by wedging with straw), the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be built up to 4 inches against the uphill side of the barrier. Loose straw shall be scattered over the area immediately uphill from a straw bale barrier to increase barrier efficiency. Each bale shall be securely anchored by at least two stakes driven through the bale. The first stake or steel post in each bale shall be driven toward the previously laid bale to force the bales together. Stakes or steel pickets shall be driven a minimum 18 inches deep into the ground to securely anchor the bales.

3.3 MAINTENANCE

The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures. The following procedures shall be followed to maintain the protective measures.

3.3.1 Silt Fence Maintenance

Silt fences shall be inspected in accordance with paragraph INSPECTIONS. Any required repairs shall be made promptly. Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective, and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier. When a silt fence is no longer required, it shall be removed. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with Section 02935 ESTABLISHMENT OF TURF, except that the coverage requirements in paragraph Satisfactory Stand of Grass Plants do not apply.

3.3.2 Straw Bale Maintenance

Straw bale barriers shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged bales, end runs and undercutting beneath bales. Necessary repairs to barriers or replacement of bales shall be accomplished promptly. Sediment deposits shall be removed when deposits reach one-half of the height of the barrier.

Bale rows used to retain sediment shall be turned uphill at each end of each row. When a straw bale barrier is no longer required, it shall be removed. The immediate area occupied by the bales and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with Section 02935 ESTABLISHMENT OF TURF.

3.4 INSPECTIONS

3.4.1 General

The Contractor shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and area where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any storm that produces 0.5 inches or more rainfall at the site. Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

3.4.2 Inspections Details

Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the Storm Water Pollution Prevention Plan shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

3.4.3 Inspection Reports

For each inspection conducted, the Contractor shall prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the Storm Water Pollution Prevention Plan, maintenance performed, and actions taken. The report shall be furnished to the Contracting Officer within 24 hours of the inspection as a part of the Contractor's daily CQC REPORT. A copy of the inspection report shall be maintained on the job site.

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01450

PROJECT SIGNS, BARRICADES, AND TRAFFIC CONTROL SIGNS

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SECTION 01450

PROJECT SIGNS, BARRICADES, AND TRAFFIC CONTROL SIGNS

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing, erecting, maintaining, and removing project signs, barricades, and traffic control signs.

1.2 PROJECT SIGNS

The Contractor shall furnish, erect, and maintain two single faced project signs at the location designated by the Contracting Officer. The signs shall be constructed of 3/4-inch marine grade plywood, 3/4-inch A-C exterior plywood, or 22 gage metal, mounted on a substantial framework of 2-inch material. Size, lettering, color and paint shall conform to the details shown on the drawing "Temporary Project Sign" included at the end of this section. In lieu of two signs, the Contractor may double-face a single sign at the specified location, provided such a sign and its erection and supports are approved by the Contracting Officer. Upon request, the Government will furnish without cost to the Contractor four decals of the Engineer Castle. The sign shall be erected as soon as practicable, but not later than 15 calendar days after the date established for commencement of work. The sign shall be removed upon completion of all other construction work under the contract and will become the property of the Contractor.

1.3 BARRICADES AND TRAFFIC CONTROL SIGNS

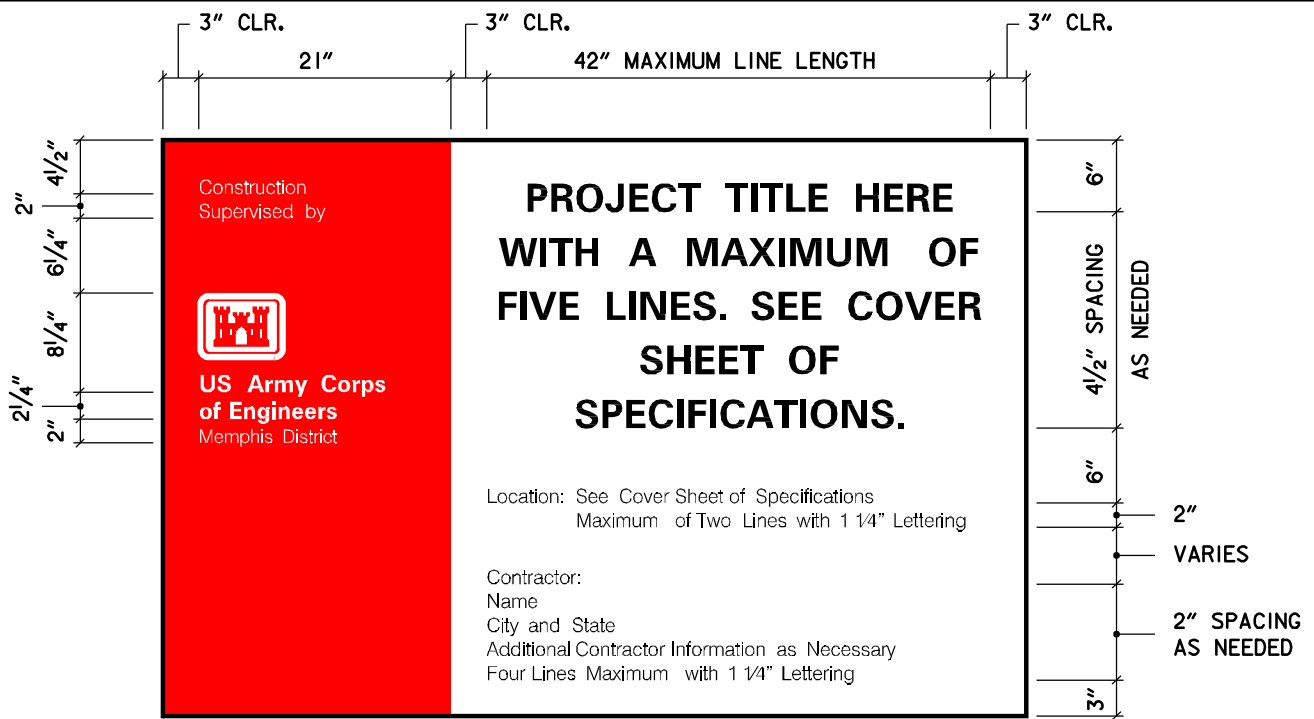
Traffic signs shall be coordinated with the City of New Madrid, Missouri. Barricades and traffic control signs shall be those as recommended by the Contracting Officer and shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways," Current Edition.

1.4 PAYMENT

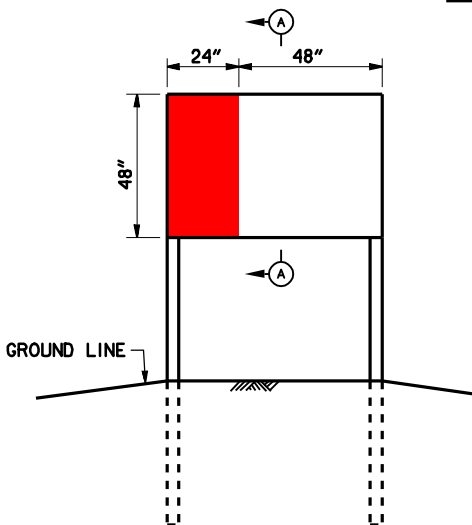
No separate payment will be made for erecting, maintaining and removing projects signs, barricades, and traffic control signs, and all costs in connection therewith will be considered an incidental obligation of the Contractor.

PART 2 PRODUCTS (Not Applicable)

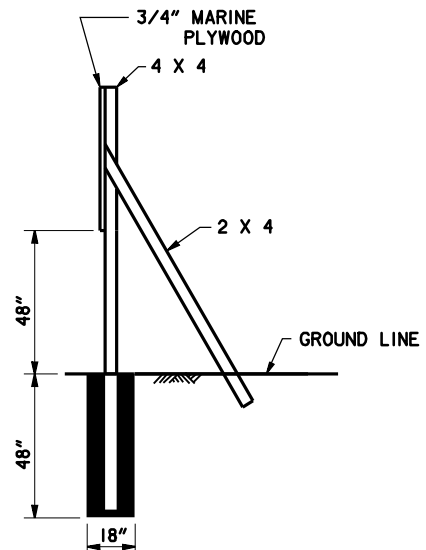
PART 3 EXECUTION (Not Applicable)



ELEVATION



ELEVATION



SECTION A-A

SPECIFICATIONS

- SIGN PANEL SHALL BE 4' x 6' x 3/4" MARINE PLYWOOD OR 22 GAGE SHEET METAL.
- POSTS AND BRACING SHALL BE TREATED, NO.1 GRADE YELLOW PINE.
- ALL EXPOSED SURFACES SHALL BE GIVEN ONE COAT OF LINSEED OIL AND WIPED PRIOR TO PRIMING.
- ALL EXPOSED SURFACES SHALL BE GIVEN ONE COAT OF WHITE AS PRIMER. SECOND COAT SHALL BE COMMUNICATIONS RED ON LEFT AND WHITE ELSEWHERE.
- THE LEFT SECTION SHALL BE RED WITH WHITE LEGEND. THE RIGHT SECTION SHALL BE WHITE WITH BLACK LEGEND.
- PAINT SHALL BE BENJAMIN MOORE NO. 120-60 POLY-SILICONE ENAMEL OR APPROVED
- ALL LETTERING SHALL BE 1/4" EXCEPT FOR THE WORDS "US Army Corps of Engineers" AND THE PROJECT TITLE. THE WORDS "US Army Corps of Engineers" SHALL BE 1/2" TALL. THE PROJECT TITLE LETTERING SHALL BE A MINIMUM OF 1/2" TALL AND A MAXIMUM OF 3/2" TALL. THE LETTERING SIZE SHALL BE CHOSEN SUCH THAT LARGEST POSSIBLE LETTERS ARE USED WITHOUT EXCEEDING A MAXIMUM LINE LENGTH OF 42". THE NUMBER OF LINES IN THE PROJECT TITLE SHALL MATCH THAT SHOWN ON THE COVER SHEET OF THE SPECIFICATIONS.

SCALE: NONE

JUNE 1998

U.S. ARMY ENGINEER DISTRICT, MEMPHIS
CORPS OF ENGINEERS
MEMPHIS, TENNESSEE

**TEMPORARY
PROJECT SIGN**

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01451

CONTRACTOR QUALITY CONTROL

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SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (1994a) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329 (1993b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 21 calendar days after receipt of Notice of Award of the contract, the Contractor

Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 15 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project manager or someone higher in the Contractor's organization. Project manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with SPECIAL CONTRACT REQUIREMENT entitled "Submittals".

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, Testing Laboratory and person responsible for each test.

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish

verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the QC plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 CQC System Manager

The Contractor shall identify an individual within his organization at the worksite who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be subject to acceptance by the Contracting Officer. The CQC System Manager shall be assigned as System Manager but may not have other duties in addition to quality control.

3.4.2 CQC Staff

A staff shall be maintained under the direction of the CQC System Manager to perform all CQC activities. An alternate will be identified to serve in the absence of the CQC System Manager. The staff must be of sufficient size to ensure adequate CQC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned CQC responsibilities and must be allowed sufficient time to carry out these responsibilities. The CQC plan will clearly state the duties and responsibilities of each staff member. All CQC Staff members or replacements shall be subject to acceptance by the Contracting Officer.

3.4.3 Additional Requirement

In addition to the above requirements, the CQC System Manager and his Alternate shall complete the course entitled "Construction Quality Management for Contractors". This course is periodically offered by the Memphis District as well as other Corps Districts.

3.5 SUBMITTALS

Submittals shall be in accordance with SPECIAL CONTRACT REQUIREMENT entitled "Submittals". The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

3.6 CONTROL

The controls shall include at least three phases of control to be conducted by the CQC System Manager for all definable features of work, as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. A check to assure that provisions have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. The Government shall be notified at least 24 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract

specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work.
The following shall be accomplished:

a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verification of full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

As determined by the Government, additional preparatory and initial phases may be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, on-site production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site in

accordance with paragraph 3.7.2 below. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, will be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Laboratory Validation

All testing of soil, gravel, aggregate, stone, concrete, and asphalt shall be performed by a testing laboratory validated by the Material Testing Center (MTC) of the Corps of Engineers. Refer to the MTC website <http://www.wes.army.mil/SL/MTC/ValStatesTbl.htm>. If the Contractor proposes to use a commercial laboratory that is not validated or set up an on-site laboratory, he shall make arrangements for validation by contacting the Materials Testing Center at Waterways Experiment Station, Vicksburg, Mississippi, telephone number: 601-634-3974, www.wes.army.mil/SL/MTC/inspection.htm. The Government will not be responsible for any cost associated with the validation of laboratories that are not currently validated. The validation process could take 30 to 90 days or more. The Contractor shall be responsible for determining the amount of time required for the validation of the proposed laboratory and accounting for this event in his progress schedule. If the Contractor elects to use a non-validated laboratory, work requiring testing shall not commence until the laboratory has been validated by MTC.

3.7.2.2 Capability Check

The Contracting Officer reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.3 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor. There will be no extension of time allowed due to necessity to perform capability rechecks.

3.7.3 On-Site Laboratory

The Contracting Officer reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered by the Contractor to a location specified by the Contracting Officer.

3.8 COMPLETION INSPECTION

At the completion of all work or any increment thereof established by a completion time stated in the Special Contract Requirements entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Government. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.

e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Submittals reviewed, with contract reference, by whom, and action taken.

g. Off-site surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and two copies of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the worksite, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

DIVISION 2 - SITEWORK

SECTION 02216

STONE PROTECTION

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SECTION 02216

STONE PROTECTION

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all plant, labor, equipment, and materials, and performing all operations in connection with the construction of stone protection, including foundation preparation, placement of filter fabric, placement of bedding material, and placement of riprap as shown on the drawings or as directed by the Contracting Officer in accordance with these specifications and applicable drawings.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for all stone protection testing and operations to assure compliance with contract requirements, and shall maintain records of the quality control for all construction including, but not limited to, the following:

- (1) Foundation preparation (line and grade).
- (2) Inspection at the work site to ensure use of specified materials.
- (3) Filter gradation and placement.
- (4) Riprap gradation and placement.

A copy of these records of inspections and tests as well as the records of corrective action taken, shall be furnished to the Government.

1.3 REFERENCES

The following publication of the issue listed below, but referred to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:

US ARMY CORPS OF ENGINEERS, HANDBOOK FOR CONCRETE AND CEMENT (CRD)

CRD-C 106-93	Unit Weight and Voids in Aggregate
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CRD-C 107-94	Specific Gravity and Absorption of Coarse Aggregate
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1.4 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Equipment; FIO.

List of proposed equipment to be used in performance of construction work including descriptive data.

SD-09 Reports

Sampling and Testing; FIO. Density Test; FIO.

Calibration curves and related test results prior to using the device or equipment being calibrated. Copies of field test results within 24 hours after the tests are performed. Test results from samples, not less than 30 days before material is required for the work. Results of laboratory tests for quality control purposes, for approval, prior to using the material.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 General

All stone shall be durable material as approved by the Contractor Officer. The sources from which the Contractor proposed to obtain the material shall be selected well in advance of the time when the material will be required. Stone for riprap shall be of a suitable quality to ensure permanence in the structure and in the climate in which it is to be used. It shall be free from cracks, seams and other defects that would tend unduly to increase its deterioration from natural causes. The inclusion of objectionable quantities of dirt, sand, clay and rock fines will not be permitted.

2.1.2 Sources and Evaluation Testing

Riprap shall be obtained in accordance with the provisions of SPECIAL CONTRACT REQUIREMENT paragraph entitled STONE SOURCES. If the Contractor proposed to furnish riprap from a source not currently listed, the Contractor shall make such investigations as necessary to determine whether acceptable stone can be produced from the proposed source. The Contractor shall submit suitable test reports and service records to show the acceptability of the stone. Satisfactory service records on work outside the Corps of Engineers will be acceptable. If no such records are available, the Contractor shall make tests to assure the acceptability of the stone. The tests to which the stone may be subjected will include petrographic analysis, specific gravity, abrasion, absorption, wetting and drying, freezing and thawing and such other tests as may be considered necessary by the Contracting Officer. The following guidance is provided for use by the Contractor in analyzing a new source of stone. Stone that weighs less than 155 lbs/cf and has more than 2% absorption will not be acceptable unless other tests and services records show that the stone is satisfactory. The method of tests for unit weight will be CRD-C 106, "Standard Test Method for Unit Weight and Voids in Aggregate". The method of tests for absorption will be CRD-C 107, entitled "Standard Test Method for Specific Gravity and Absorption of Coarse Aggregate". Samples shall be taken by the Contractor under the supervision of the Contracting Officer at least 60 days in advance of the time the placing of the stone is expected to begin. The tests will be conducted in accordance with applicable Corps of Engineers methods of tests given in the Handbook for Concrete and Cement, and will be performed at an approved

testing laboratory. The cost of testing will be borne by the Contractor.

2.1.3 Bedding Material

Bedding material shall consist of sand, gravel, or crushed stone, well graded between the prescribed limits as specified below. The material shall be composed of tough, durable particles, shall be reasonably free from thin, flat and elongated pieces, and shall contain no organic matter nor soft, friable particles in quantities considered objectionable by the Contracting Officer.

<u>Sieve Size</u>	<u>Percent by Weight Passing</u>
3 inches	100
1 ½ inches	85-100
¾ inch	35-70
3/8 inch	5-40
No. 4	0-10

2.1.4 Riprap

Stone for riprap shall be durable and of a suitable quality to insure permanence in the structure and in the climate in which its is to be used. It shall be free from cracks, seams, and other defects that would tend to increase unduly its deterioration from natural causes. The inclusion of objectionable quantities of dirt, sand, clay, and rock fines will not be permitted. The riprap shall be graded as follows:

TABLE I
(For Riprap "R 90")

<u>Percent Lighter by Weight (SSD)</u>	<u>Limits of Stone Weight, lb.</u>
100	90-40
50	40-20
15	20-5

TABLE II
(For Riprap "R 200")

<u>Percent Lighter by Weight (SSD)</u>	<u>Limits of Stone Weight, lb.</u>
100	200-80
50	80-40
15	40-10

Neither the breadth nor the thickness of any piece of riprap shall be less than 1/3 the length.

2.1.5 Test Method

Gradation test method shall conform to the requirements of "LMVD Standard Test Method for Gradation of Riprap" which is inserted at the end of this section as PLATE II. Also inserted at the end of this section is an Example Gradation, Specifications, and Worksheet (PLATE III), an Example Gradation plotted on ENG Form 4055 (PLATE IV), and an example Gradation Test Data Sheet (PLATE V).

2.1.6 Gradation Test

The Contractor shall perform a gradation test or tests on the riprap at the quarry. The sample shall be taken by the Contractor under the supervision of the Contracting Officer, shall consist of not less than 15 tons of riprap and shall be collected in a random manner which will provide a sample which accurately reflects the actual gradation arriving at the jobsite. If collected by the truckload, each truckload shall be representative of the gradation requirements. The Contractor shall provide all necessary screens, scales and other equipment, and the operating personnel therefore, and shall grade the samples, provide gradation test sample, data, and plot sheets/forms, all at no additional cost to the Government. A plot of the Gradation Test shall be submitted to the Contracting Officer for approval prior to placement of riprap. A gradation test is required for each 1,000 tons of stone.

PART 3 EXECUTION

3.1 FOUNDATION PREPARATION

Areas on which bedding layers are to be placed shall be trimmed and dressed to conform to cross sections shown on the drawings within an allowable tolerance of plus or minus 2 inches from the theoretical slope lines and grades. Where such areas are below the allowable minus tolerance limit they shall be brought to grade by filling with bedding material and no additional payment will be made for any material thus required. Immediately prior to placing the gravel bedding the prepared base will be inspected by the Contracting Officer and no material shall be placed thereon until that area has been approved.

3.2 FILTER FABRIC

Prior to any placement of bedding material and/or stone protection, geotextile filter fabric shall be placed as shown on the plans and as specified in SECTION 02378, GEOTEXTILES.

3.3 BEDDING MATERIAL LAYER

Bedding material layers composed of a 4-inch thickness shall be placed on compacted earth subgrade, after the compacted subgrade has been covered with a geotextile filter fabric specified in paragraph 3.2, within the limits shown on the drawings or as staked in the field, to form a backing for the riprap protection. Bedding material shall be spread uniformly on the prepared base, in a satisfactory manner, to the slope lines and grades indicated on the drawings or as directed. Placing of material by methods which will tend to segregate particle sizes within the bedding will not be permitted. Any damage to the surface of the bedding base during placing of the bedding shall be repaired before proceeding with the work. Compaction of the bedding layers will not be required but it shall be finished to present a

reasonably even surface free from mounds or windrows.

3.4. RIPRAP

3.4.1 General

Riprap shall be placed on the bedding material layer within the limits shown on the drawings. Riprap shall be as specified in 2.1 above. Either boulders or quarried rock may be used for riprap if conforming to the applicable requirements of paragraph Quality Control.

3.4.2 Placement

Stone for "riprap" shall be placed on the bedding layers in such manner as to produce a reasonably well-graded mass of rock with the minimum practicable percentage of voids, and shall be constructed within the specified tolerance to the lines and grades shown on the drawings or staked in the field. A tolerance of plus 2 inches or minus 2 inches from the slope lines and grades shown on the drawings will be allowed in the finished surface of the riprap, except that either extreme of such tolerance shall not be continuous over an area greater than 200 square feet. Riprap shall be placed to its full course thickness at one operation and in such a manner as to avoid displacing the bedding material. The larger stones shall be well distributed and the entire mass of stones in their final position shall be roughly graded to conform to the gradation specified in paragraph 2.1.4 above. The finished riprap shall be free from objectionable pockets of small stones and clusters of larger stones. Placing riprap in layers will not be permitted. Placing riprap by dumping into chutes or by similar methods likely to cause segregation of the various sizes will not be permitted. The desired distribution of the various sizes of stones throughout the mass shall be obtained by selective loading of the material at the quarry or other source; by controlled dumping of successive loads during final placing, or by other methods of placement which will produce the specified results. Rearranging of individual stones by mechanical equipment or by hand will be required to the extent necessary to obtain a reasonably well graded distribution of stone sizes as specified above. The placement or rearrangement of stones for stone protection shall not disturb the geotextile filter fabric specified in paragraph 3.2. Any filter fabric disturbed by the placement or rearrangement of the stone protection shall be replaced by the Contractor at no additional cost to the Government. The Contractor shall maintain the riprap protection until accepted and any material displaced by any cause shall be replaced at his expense to the lines and grades shown on the drawings.

PLATE II

LMVD STANDARD TEST METHOD FOR GRADATION

Select a representative sample (Note #1), weigh and dump on hard stand.

Select specific sizes (see example) on which to run "individual weight larger than" test. (See Note #2). Procedure is similar to the standard aggregate gradation test for "individual weight retained".

Determine the largest size stone in the sample. (100% size)

Separate by "size larger than" the selected weights, starting with the larger sizes. Use reference stones, identified weights, for visual comparison in separating the obviously "larger than" stone. Stones that appear close to the specific weight must be individually weighed to determine size grouping. Weigh each size group, either individually or cumulatively.

Paragraph D above will result in "individual weight retained" figures. Calculate individual percent retained (heavier than) and cumulative percent retained and cumulative percent passing (lighter than). Plot percent passing, along with the specification curve on ENG Form 4055.

NOTES

1. Sample Selection. The most important part of the test and the least precise is the selection of a representative sample. No "standard" can be devised; larger quarry run stone is best sampled at the shot or muck pile by given direction to the loader; small graded riprap is best sampled by random selection from the transporting vehicles. If possible, all parties should take part in the sample selection and agree before the sample is run that the sample is representative.

2. Selection of Size for Separation. It is quite possible and accurate to run a gradation using any convenient sizes for the separation, without reference to the specifications. After the test is plotted on a curve, then the gradation limits may be plotted. Overlapping gradations with this method are no problem. It is usually more convenient, however, to select points from the gradation limits, such as the minimum 50% size, the minimum 15% size, and one or two others as separation points.

PLATE III

EXAMPLE GRADATION- SPECIFICATIONS

Stone Weight in Pounds	Percent Finer by Weight
90 - 40	100
40 - 20	50
20 - 5	15

EXAMPLE GRADATION-WORKSHEET

Stone Size (lbs)	Weight Retained	Individual % Retained	Cumulative % Pass	Ret.	Specification % Finer by wt
90	0	0	-	100	
40	9600	30	30	70	100
20	11,200	35	65	35	50
5	8000	25	90	10	15
< 5	3200	10	100	-	
Total Weight	32,000 lbs				

Remarks: LARGEST STONE SIZE = 78 lbs

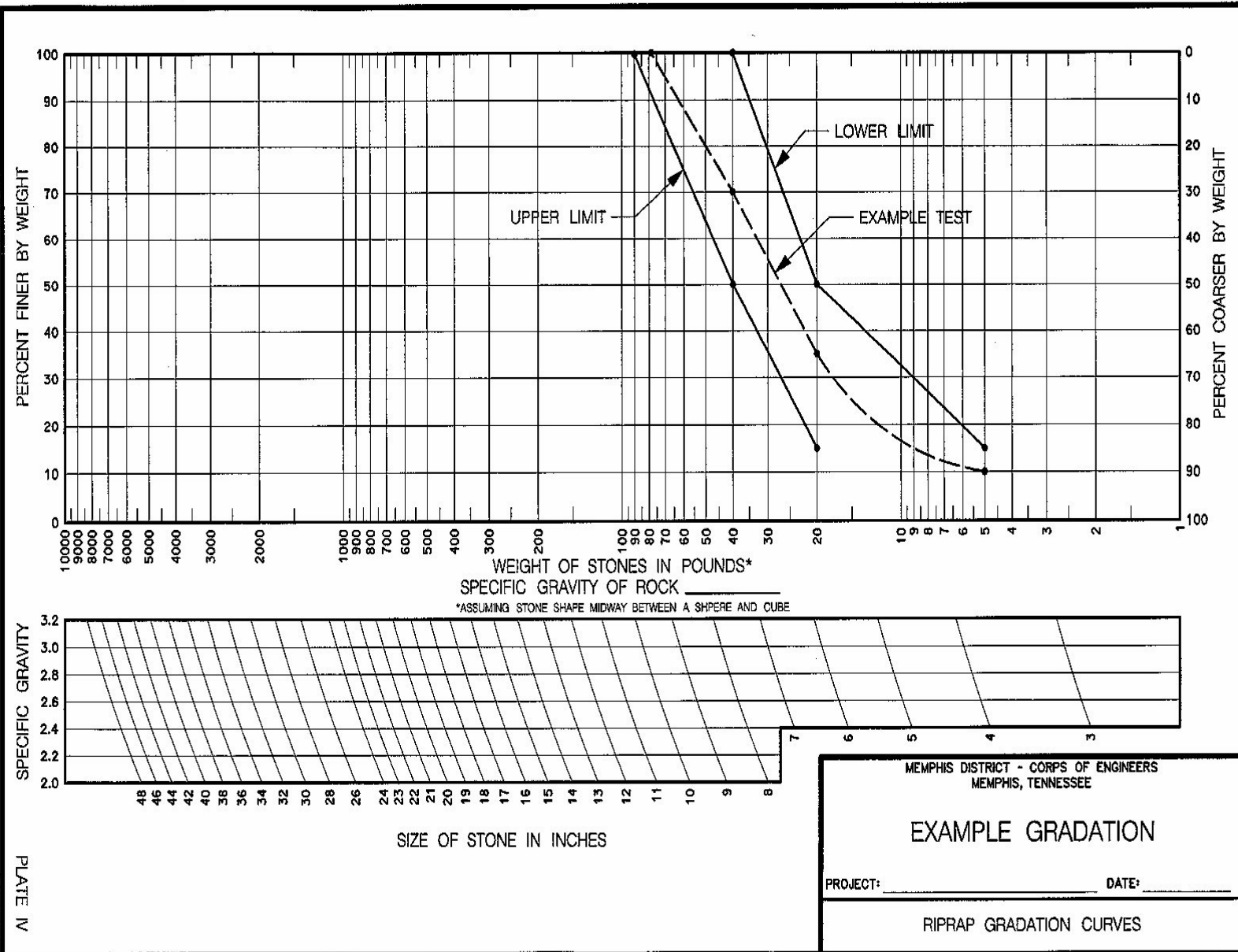


PLATE V

GRADATION TEST DATA SHEET

Quarry _____ Stone Tested _____

Date of Test _____ Testing Rate _____

TEST REPRESENTS

Contract No.	District	Tons
TOTAL		

GRADATION

Stone Size (lbs)	Weight Retained	Individual % Retained	Cumulative % Ret.	Cumulative % Pass	Specification % Finer by wt
Total Weight					

Remarks: _____

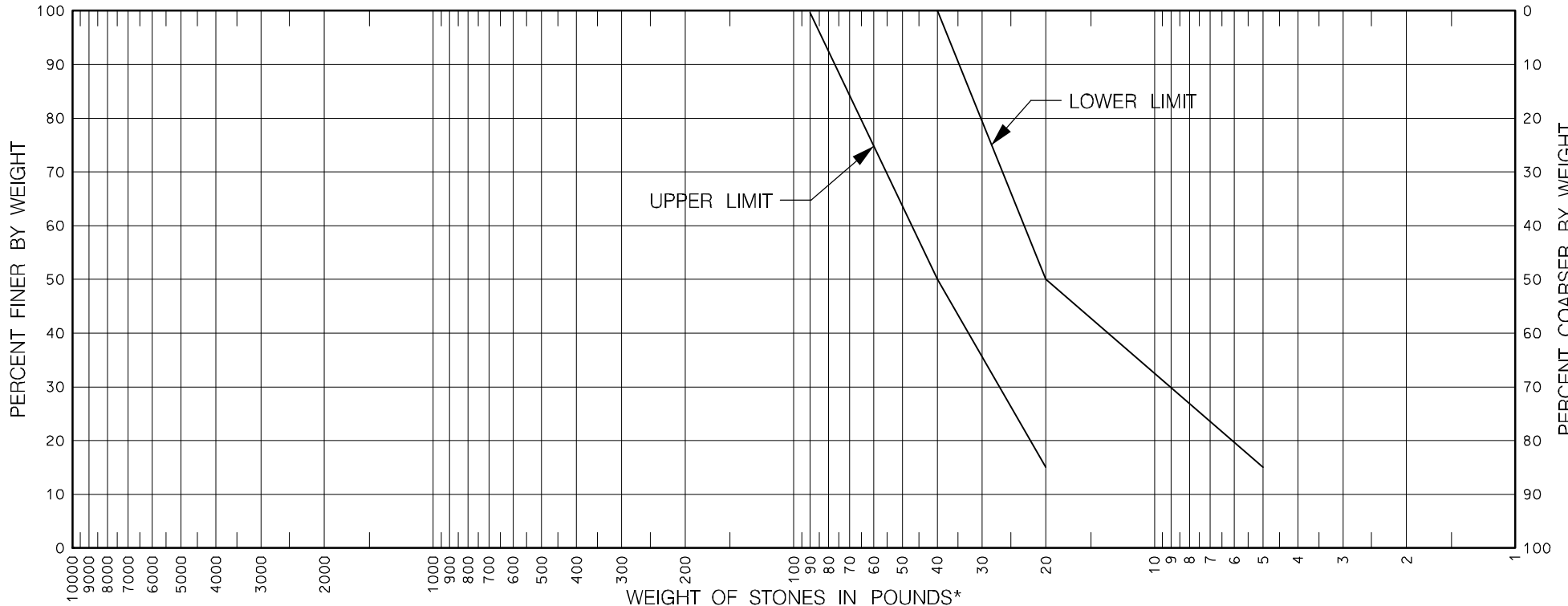
I certify that the above stone sample is representative of the total tonnage covered by this test report.

Contractor Representative _____

Government Representative _____

PERCENT FINER BY WEIGHT

PERCENT COARSER BY WEIGHT



SPECIFIC GRAVITY

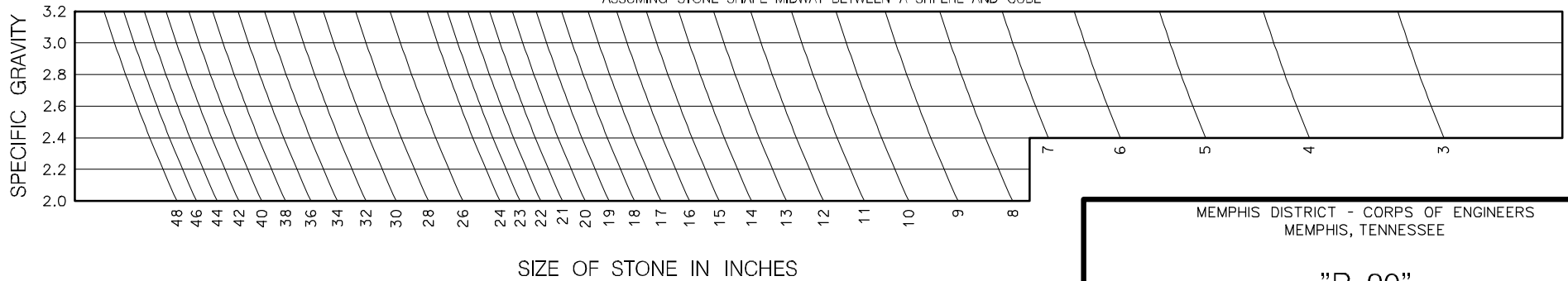


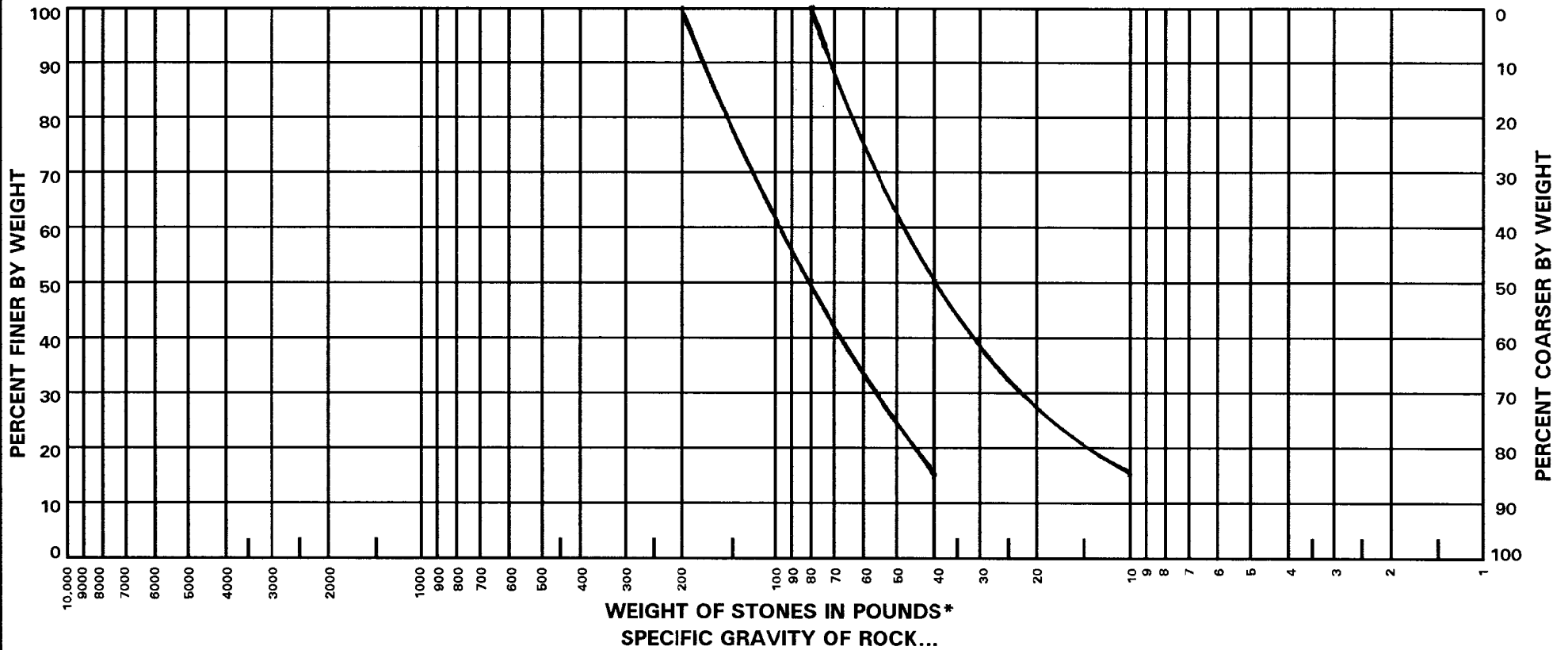
PLATE I

MEMPHIS DISTRICT - CORPS OF ENGINEERS
MEMPHIS, TENNESSEE

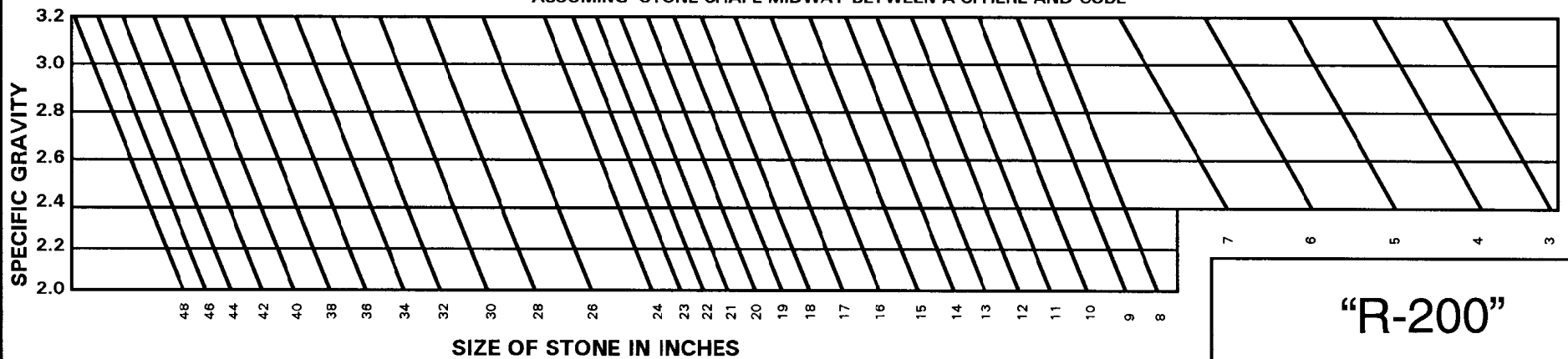
"R-90"

PROJECT: _____ DATE: _____

RIPRAP GRADATION CURVES



*ASSUMING STONE SHAPE MIDWAY BETWEEN A SPHERE AND CUBE



"R-200"

RIPRAP GRADUATION CURVES

DIVISION 2 - SITE WORK

SECTION 02230

CLEARING AND GRUBBING

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SECTION 02230

CLEARING AND GRUBBING

PART 1 GENERAL

1.1 DEFINITIONS

1.1.1 Clearing

Clearing shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including down timber, snags, brush, and rubbish occurring in the areas to be cleared.

1.1.2 Grubbing

Grubbing shall consist of the removal and disposal of stumps, roots larger than 3 inches in diameter, and matted roots from the designated grubbing areas.

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-18 Records

Materials Other Than Salable Timber; FIO.

Written permission to dispose of such products on private property shall be filed with the Contracting Officer.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 CLEARING

Any areas, within the limits of the right-of-way that will be affected by the Contractor's construction activities, shall be cleared. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be cut off flush with or below the original ground surface. After clearing, the riprap areas shall be dressed to the typical cross sections shown in the contract plans.

3.2 GRUBBING

Areas to be grubbed, together with logs and other organic or metallic debris not suitable for foundation purposes, shall be removed to a depth of not

less than 18 inches below the original surface level of the ground in areas indicated to be grubbed and in areas indicated as construction areas under this contract, such as areas for buildings, boat ramps, parking lot, terraces and walkways. Depressions made by grubbing shall be filled with acceptable backfill material and compacted to make the surface conform with the original adjacent surface of the ground.

3.3 TREE REMOVAL

Tree stump removal shall be limited to the complete removal and grubbing of the associated root systems for three (3) existing tree stumps located in the area of the existing park area adjacent to the existing boat ramp. See DEMOLITION PLAN for the location of these stumps.

3.4 DISPOSAL OF MATERIALS

3.4.1 General

All debris resulting from clearing and grubbing operations shall be removed from the site in accordance with paragraph REMOVAL FROM SITE OF WORK. The Contractor shall make a reasonable effort to channel merchantable material into the commercial market to make beneficial use of materials resulting from clearing and grubbing operations.

3.4.2 Removal From Site of Work

The Contractor shall remove all of the debris from the site of the work. Such disposal shall comply with all applicable Federal, State and local laws. The Contractor shall, at his option, either retain for his own use or dispose of by sale or otherwise, any such materials of value. The Government is not responsible for the protection and safekeeping of any materials retained by the Contractor. Such materials shall be removed from the site of the work before the date of completion of the work. Such material shall be so placed as not to interfere with roads, drainage or other improvements and in such a manner as to eliminate the possibility of its entering into channels, ditches, or streams. The Contracting Officer reserves the right to approve or disapprove the use of Contractor-furnished disposal areas based on the location of the areas and a determination of the overall impact the proposed disposal areas will have on the environment or the integrity of the project. Contractor-furnished disposal areas shall not be located in woodlands or wetlands. Disapproval by the Contracting Officer of Contractor-furnished disposal areas shall not form the basis of a claim against the Government.

DIVISION 2 - SITE WORK

SECTION 02231

DEMOLITION

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1.5.1	Protection of Existing Property
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SECTION 02231

DEMOLITION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.2 GENERAL REQUIREMENTS

The work includes demolition and removal of resulting rubbish and debris. Rubbish and debris shall be removed from rights-of-way daily, unless otherwise directed, to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas specified by the Contracting Officer.

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-08 Statements

Work Plan; GA.

The procedures proposed for the accomplishment of the work. The procedures shall provide for safe conduct of the work, including procedures and methods to provide necessary supports, lateral bracing and shoring when required, careful removal and disposition of materials specified to be salvaged, protection of property which is to remain undisturbed, coordination with other work in progress, and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations in accordance with EM 385-1-1.

1.4 DUST CONTROL

The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied portions of the construction site and to avoid creation of a nuisance in the surrounding area. Use of water will not

be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

1.5 PROTECTION

1.5.1 Protection of Existing Property

Before beginning any demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The Contractor shall take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Government; any damaged items shall be repaired or replaced as approved by the Contracting Officer. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

1.5.2 Environmental Protection

The work shall comply with the requirements of Section 01130 ENVIRONMENT PROTECTION.

1.6 BURNING

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

1.7 USE OF EXPLOSIVES

Use of explosives will not be permitted.

PART 2 EXECUTION

2.1 EXISTING STRUCTURES

Existing structures indicated shall be removed to 2 feet below existing grade. Sidewalks, curbs, gutters and street light bases shall be removed as indicated.

2.2 UTILITIES

When utility lines are encountered that are not indicated on the drawings, the Contracting Officer shall be notified prior to further work in that area.

2.3 FILLING

Holes and other hazardous openings shall be filled in accordance with Section 02300 EARTHWORK.

2.4 DISPOSITION OF MATERIAL

Title to material and equipment to be demolished is vested in the Contractor upon receipt of notice to proceed. The Government will not be responsible for the condition, loss or damage to such property after notice to proceed. Concrete, masonry, and other noncombustible material shall be disposed of off of site at a facility approved for such disposal. Combustible material shall be disposed of in an approved sanitary fill area located off of the site.

2.5 CLEAN UP

Debris and rubbish shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. State and local regulations regarding hauling and disposal shall apply.

2.6 PAVEMENTS

Existing pavements designated for removal shall be fully removed (sawcut prior to removal in the locations indicated on the drawings) in accordance with the construction details shown on the drawings. The existing boat ramp concrete below elevation 290.0 shall be broken into pieces having a maximum dimension not exceeding 1 foot and will be allowed to remain in place.

2.7 DISPOSAL OF MATERIALS

2.7.1 General

All debris resulting from demolition operations (except the existing boat ramp concrete allowed to remain in place) shall be removed from the site in accordance with paragraph 2.7.2 REMOVAL FROM SITE OF WORK.

2.7.2 Removal From Site of Work

The Contractor shall remove all of the demolition debris from the site of the work. Such disposal shall comply with all applicable Federal, State and local laws. Such materials shall be removed from the site of the work before the date of completion of the work. The Contracting Officer reserves the right to approve or disapprove the use of Contractor-furnished disposal areas based on the location of the areas and a determination of the overall impact the proposed disposal areas will have on the environment or the integrity of the project. Contractor-furnished disposal areas shall not be located in woodlands or wetlands. Disapproval by the Contracting Officer of Contractor-furnished disposal areas shall not form the basis of a claim against the Government.

DIVISION 2 - SITE WORK

SECTION 02234

DEBRIS CLEAN-UP

(LEVEE EMBANKMENT)

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SECTION 02234

DEBRIS CLEAN-UP

(LEVEE EMBANKMENT)

PART 1 GENERAL

1.1 DEFINITIONS

1.1.1 Debris

Debris shall be understood to pertain to any moveable or non-permanently anchored item (with the exception of rip-rap) that exists within the debris clean-up limits as defined on the DEBRIS CLEAN-UP drawing. To further illustrate, debris items would include (but may not be limited to) the following: cans; product containers; boxes; metal, paper, or plastic containers; food discards; leaves; branches; tree trunks; flotsam; driftwood; tires; animal carcasses; appliances; abandoned man-made products; etc.

1.2 PROJECT/SITE CONDITIONS

1.2.1 Existing Conditions

1.2.1.1 Boundaries

The area to be cleared under this section possesses the general work limits as defined below and as indicated on the drawings, which form a part of this contract.

- a. Debris shall be cleaned-up and removed from the levee embankment, as defined within the area that runs in-between Baseline "A", Station 100+25 (as indicated on the Debris Clean-Up drawing) on the west end of the project, and Baseline "A", Station 129+00 (as indicated on the Debris Clean-Up drawing) on the east end of the project.

PART 2 EXECUTION

2.1 BRUSH AND GRASSES

2.1.1 Removal

All brush and grasses shall be sprayed with a herbicide approved by the Contracting Officer, 2 weeks prior to the cutting and removing each to a height that is flush with the existing grade. Remove downed brush and grasses from the site.

2.2 DISPOSAL OF MATERIAL

2.2.1 General

The debris material that is cleaned-up from the levee embankment shall be completely removed by transporting from the Government's property. All

debris will become the property of the Contractor. In no case shall material removed from within in the debris clean-up area be thrown into or left in the river. Clean-up of floatable debris immediately adjacent to the work limits and in the river, shall be accomplished by any practical means.

2.2.2 Burning

Burning shall not be permitted.

2.2.3 Removal From Site

The Contractor shall remove all brush and debris cleaned-up from the levee embankment work site to approved locations. The Government will assume no responsibility for the protection and safekeeping of such material.

2.3 MARKETABLE MATERIALS

Any of the materials contained in the levee embankment clean-up which the Contractor considers marketable, shall become his property and shall be removed from the levee embankment / project site area.

DIVISION 2 - SITE WORK

SECTION 02300

EARTHWORK

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SECTION 02300

EARTHWORK

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 136	(1996) Sieve Analysis of Fine and Coarse Aggregates
ASTM C 33	(1990) Specification for Concrete Aggregates
ASTM D 422	(1963; R 1990) Particle-Size Analysis of Soils
ASTM D 1140	(1992) Amount of Material in Soils Finer than the No. 200 (75-micrometer) Sieve
ASTM D 1556	(1990; R 1996) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(1991) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu. m.))
ASTM D 2487	(1993) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1988; R 1993) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 4318	(1995a) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-08 Statements

Earthwork; FIO.

Procedure and location for disposal of unused satisfactory material.

SD-09 Reports

Testing; FIO.

Within 24 hours of conclusion of physical tests, 4 copies of test results, including calibration curves and results of calibration tests.

SD-13 Certificates

Testing; FIO.

Qualifications of the commercial testing laboratory or Contractor's testing facilities.

1.3 SUBSURFACE DATA

Subsurface soil boring logs are included in the CONTRACT DRAWINGS. The subsoil investigation report may be examined at the U. S. Army Corps of Engineers, Memphis District, Tennessee. Variations may exist in the subsurface between boring locations.

1.4 CLASSIFICATION OF EXCAVATION

No consideration will be given to the nature of the materials, and all excavation will be designated as unclassified excavation.

1.5 BLASTING

Blasting will not be permitted.

1.6 UTILIZATION OF EXCAVATED MATERIALS

Satisfactory material removed from excavations shall be used, insofar as practicable, in the construction of fills, embankments, subgrades, shoulders, bedding (as backfill), and for similar purposes. No excavated material shall be disposed of to obstruct the flow of any stream, endanger a partly finished structure, impair the efficiency or appearance of any structure, or be detrimental to the completed work in any way.

PART 2 MATERIALS

Classification of soils will be in accordance with ASTM D 2487. Testing required for classifying materials shall be in accordance with ASTM D 4318, ASTM C 136, ASTM D 422, and ASTM D 1140.

2.1 GENERAL

The origin of any fill material in no way determines where it may be used in the embankment. The intention is to use the most suitable materials obtainable from these sources. The Contractor may obtain pervious materials and topsoil from commercial sources. Material to be wasted shall be clearly

identified and segregated from suitable materials at the time the material is excavated. Materials containing brush, roots, sod or other perishable materials will not be considered suitable for fill or backfill. The suitability of the materials shall be subject to approval and their disposition in the embankment will be as directed.

2.1.1 Impervious Fill and Backfill

Materials for impervious fill and backfill shall consist of clays obtained from the required excavation and classified by ASTM D 2487 as CH or CL. Impervious fill shall be used for parking lots and all ramps.

2.1.2 Pervious Backfill

Material for general pervious backfill shall be clean, free draining sand conforming to ASTM C 33 with gradation as shown below:

Pervious Backfill Gradation

U.S. Standard Sieve	Percent Passing, by Weight
3/8 in.	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10

2.1.3 Topsoil

Material suitable for topsoil as defined in ASTM D 5268 is defined as dark-colored, fine, silty or sandy soils with a high content of well decomposed organic matter.

2.1.4 Select Backfill

Material for select backfill shall be CL, SC or SM. It shall have a liquid limit less than 45 and a plasticity index less than 25.

PART 3 EXECUTION

3.1 STRIPPING OF TOPSOIL

All topsoil shall be stripped to a depth of 4 inches. Topsoil shall be spread on areas already graded and prepared for topsoil, or transported and deposited in stockpiles convenient to areas that are to receive application of the topsoil later, or at locations indicated or specified. Topsoil shall be kept separate from other excavated materials, brush, litter, objectionable weeds, roots, stones larger than 2 inches in diameter, and other materials that would interfere with planting and maintenance operations.

3.2 EXCAVATION

Excavation shall conform to the dimensions and elevations indicated for each building, structure, and footing except as specified, and shall include trenching for utility and foundation drainage systems to a point 5 feet beyond the building line of each building and structure and all work incidental thereof. Excavation shall extend a sufficient distance from walls and footings to allow for placing and removal of forms. Excavations below indicated depths will not be permitted except to remove unsatisfactory material. Unsatisfactory material encountered below the grades shown shall be replaced with satisfactory material; and payment will be made in conformance with the CHANGES clause of the CONTRACT CLAUSES. Satisfactory material removed below the depths indicated, without specific direction of the Contracting Officer, shall be replaced, at no additional cost to the Government, with satisfactory materials to the indicated excavation grade; except that concrete footings shall be increased in thickness to the bottom of the overdepth excavations. Satisfactory material shall be placed and compacted as specified in paragraph FILLING AND BACKFILLING. Determination of elevations and measurements of approved overdepth excavation of unsatisfactory material below grades indicated shall be done under the direction of the Contracting Officer.

3.2.1 Lines and Grades

The surface of excavations and subgrades shall be finished to a smooth and compact surface in accordance with the lines, grades, and cross sections or elevations shown. The degree of finish for graded areas shall be within 0.1 foot of the grades and elevations indicated. Gutters and ditches shall be finished in a manner that will result in effective drainage. The surface of areas to be turfed shall be finished to smoothness suitable for the application of turfing materials.

3.2.2 UTILITY AND DRAIN TRENCHES

Trenches for underground utilities systems and drain lines shall be excavated to the required alignments and depths. The bottoms of trenches shall be graded to secure the required slope and shall be tamped if necessary to 75% density to provide a firm pipe bed. Recesses shall be excavated to accommodate bells and joints so that pipe will be uniformly supported for the entire length.

3.2.3 FINAL GRADE OF SURFACES TO SUPPORT CONCRETE

Excavation to final grade shall not be made until just before concrete is to be placed. Approximately level surfaces shall be roughened, and sloped surfaces shall be cut as indicated into rough steps or benches to provide a satisfactory bond. All surfaces shall be protected from erosion resulting from ponding or flow of water.

3.3 DRAINAGE

Surface water shall be directed away from excavation and construction sites to prevent erosion and undermining of foundations. All construction will be performed in the dry. Diversion ditches, dikes and grading shall be provided and maintained as necessary during construction. Excavated slopes and backfill surfaces shall be protected to prevent erosion and sloughing.

Excavation shall be performed so that the site, the area immediately surrounding the site, and the area affecting operations at the site shall be continually and effectively drained.

3.4 SHORING

Shoring, including sheet piling, shall be furnished and installed as necessary to protect workmen, banks, adjacent paving, structures, and utilities. Shoring, bracing, and sheeting shall be removed as excavations are backfilled, in a manner to prevent caving.

3.5 BORROW MATERIAL

The Contractor shall select suitable material from the Government furnished borrow for the end use being constructed.

3.6 FROZEN MATERIAL

Fill, backfill or embankment shall not be placed on a foundation which contains frozen material, or which has been subjected to freeze-thaw action. This prohibition encompasses all foundation types, including the natural ground, all prepared subgrades (whether in an excavation or on an embankment) and all layers of previously placed and compacted earth fill which become the foundations for successive layers of earth fill. All material that freezes or has been subjected to freeze-thaw action during the construction work, or during periods of temporary shutdowns, such as, but not limited to, nights, holidays, weekends, winter shutdowns, or earthwork operations, shall be removed to a depth that is acceptable to the Contracting Officer and replaced with new material at no cost to the Government. Alternatively, the material may be thawed, dried, reworked, and recompacted to the specified criteria before additional material is placed. The Contracting Officer will determine when placement of backfill shall cease due to cold weather. The Contracting Officer may elect to use average daily air temperatures, and/or physical observation of the soils for his determination. Embankment material shall not contain frozen clumps of soil, snow, or ice.

3.7 SUBGRADE PREPARATION

Unsatisfactory material in surfaces to receive fill or in excavated areas shall be removed and replaced with satisfactory materials as directed by the Contracting Officer. The surface shall be scarified to a depth of 6 inches before the fill is started. Sloped surfaces steeper than 1 vertical to 4 horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When subgrades are less than the specified density, the ground surface shall be broken up to a minimum depth of 6 inches, pulverized, and compacted to the specified density. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, or other approved equipment well suited to the soil being compacted. Material shall be moistened or aerated as necessary to provide the moisture content that will readily facilitate obtaining the specified

compaction with the equipment used. Minimum subgrade density shall be as specified in paragraph FILLING AND BACKFILLING.

3.8 FILLING AND BACKFILLING

Satisfactory materials shall be used in bringing fills and backfills to the lines and grades indicated and for replacing unsatisfactory materials. Satisfactory materials shall be placed in horizontal layers not exceeding 8 inches in loose thickness, or 6 inches when hand-operated compactors are used. This operation shall include plowing, disking and any moistening or aeration required to obtain specified compaction. Backfilling shall not begin until construction below finish grade has been approved, underground utilities systems have been inspected, tested and approved, forms removed, and the excavation cleaned of trash and debris. Backfill shall be brought to indicated finish grade. Backfill shall not be placed in wet or frozen areas. Where pipe is coated or wrapped for protection against corrosion, the backfill material up to an elevation 2 feet above sewer lines and 1 foot above other utility lines shall be free from stones larger than 1 inch in any dimension. Heavy equipment for spreading and compacting backfill shall not be operated closer to foundation or retaining walls than a distance equal to the height of backfill above the top of footing; the area remaining shall be compacted in layers not more than 4 inches in compacted thickness with power-driven hand tampers suitable for the material being compacted. Backfill shall be placed carefully around pipes to avoid damage to coatings or wrappings. Each layer of fill and backfill shall be compacted to not less than the percentage of maximum density specified below:

	Percent Laboratory maximum density	
	Cohesive material	Cohesionless material
<hr/>		
<u>Fill, embankment, and backfill</u>		
Under sidewalks and grassed areas	85	90
Nonfrost susceptible materials		95
<u>Subgrade</u>		
Under sidewalks, top 6 inches	85	90

Compacted subgrades that are disturbed by the Contractor's operations or adverse weather shall be scarified and compacted as specified herein before to the required density prior to further construction thereon. Recompeaction over underground utilities and heating lines shall be by hand tamping.

3.9 COMPACTED BACKFILLS

3.9.1 Foundation Preparation

The surface on which compacted backfill is to be placed shall be cleared of any live, dead, or decayed vegetation, rubbish, debris, and other unsatisfactory material; plowed, disked, or otherwise broken up to a depth of 6 inches; pulverized; moistened or aerated as necessary; thoroughly mixed; and compacted to at least 90 percent laboratory maximum density for impervious materials or 95 percent laboratory maximum density for pervious materials based on ASTM D 1557. The prepared ground surface shall be scarified and moistened or aerated as required just prior to placement of backfill materials to assure adequate bond between the backfill material and the prepared excavated surface.

3.9.2 Placement

All backfill designated as "compacted" on the contract drawings shall be placed and compacted to at least 90 percent laboratory maximum density for impervious materials or 95 percent laboratory maximum density for pervious materials based on ASTM D 1557. Limits of all backfill materials to be compacted are shown on the Contract Drawings. The materials for compacted fill shall be placed or spread in layers not more than 8 inches in loose thickness prior to compaction. When the surface of any compacted layer is too smooth to bond properly with the succeeding layer, it shall be adequately scarified before the next layer is placed thereon. The topsoil placed over the riprap shall be semicompacted.

3.9.3 Moisture Control

The Contractor shall control the moisture content of the compacted fill or backfill. The optimum moisture content shall be determined by the Contractor from representative samples of each type of material in accordance with ASTM D 698, with at least one test performed for each 5000 cubic yards of fill or backfill placed. Optimum moisture test results shall be furnished to the Contractor Officer prior to placing material. Material placed in the fill shall have a moisture content ranging between the following limits above and below the optimum moisture content:

TYPE OF MATERIAL	MOISTURE CONTENT (IN PERCENT DRY DENSITY)	
	MAXIMUM	MINIMUM
Impervious (CH)	+3%	-3%
Impervious (CL)	+3%	-3%
Random	+3%	-2%

NOTE: See Unified Soil Classification Chart for explanation of symbols and Plasticity Chart for classification determination, both shown on the contract drawings.

The Contractor shall perform the necessary work in moisture control to bring the material to a moisture content within the range specified above in order that compaction requirements can be met. If the material is too wet, it shall either be stockpiled and allowed to drain before it is placed and/or the wet material shall be processed by discing and harrowing, if necessary, until the moisture content is reduced sufficiently. If the

material is too dry, sufficient moisture shall be uniformly distributed in each layer before compacting.

3.10 PLACING TOPSOIL

On areas to receive topsoil (any previously vegetated area disturbed by the Contractor's construction activities), the compacted subgrade soil shall be scarified to a 2-inch depth for bonding of topsoil with subsoil. See Contract Plans for typical section over riprap. Topsoil then shall be spread evenly to a thickness of 4 inches and graded to the elevations and slopes shown. Topsoil shall not be spread when frozen or excessively wet or dry. Material required for topsoil in excess of that produced by excavation within the grading limits shall be obtained from offsite areas.

3.11 TESTING

Testing shall be performed by commercial or contractor testing laboratory validated in accordance with Section 01451 - CONTRACTOR QUALITYCONTROL. If the Contractor elects to establish testing facilities, no work requiring testing will be permitted until the Contractor's facilities have been validated. Field in-place density shall be determined in accordance with ASTM D 2922. When ASTM D 2922 is used, the calibration curves shall be checked and adjusted using only the sand cone method as described in ASTM D 1556. ASTM D 2922 results in a wet unit weight of soil and when using this method ASTM D 3017 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall also be checked along with density calibration checks as described in ASTM D 3017; the calibration checks of both the density and moisture gauges shall be made at the beginning of a job on each different type of material encountered and at intervals as directed by the Contracting Officer. When test results indicate, as determined by the Contracting Officer, that compaction is not as specified, the material shall be removed, replaced and recompact to meet specification requirements. Tests on recompact areas shall be performed to determine conformance with specification requirements. Inspections and test results shall be certified by a registered professional civil engineer. These certifications shall state that the tests and observations were performed by or under the direct supervision of the engineer and that the results are representative of the materials or conditions being certified by the tests. The following number of tests, if performed at the appropriate time, will be the minimum acceptable for each type operation. Testing, whether by contractor or commercial facility, must be by a pre-validated facility as described in Section 01451.

3.11.1 Fill and Backfill Material Gradation

One test per 500 cubic yards stockpiled or in-place source granular material. Gradation of fill and backfill material shall be determined in accordance with ASTM D 422.

3.11.2 In-Place Densities

- a. One test per 500 square feet, or fraction thereof, of each 8" lift of fill or backfill areas compacted by other than hand-operated machines.
- b. One test per 100 square feet, or fraction thereof, of each 6" lift of fill or backfill areas compacted by hand-operated machines.

- c. One test per 50 linear feet, or fraction thereof, of each lift of embankment or backfill for roads.

3.11.3 Check Tests on In-Place Densities

If nuclear method (ASTM D 2922) is used, in-place densities shall be checked by sand-cone method (ASTM D 1556) as follows:

- a. One check test per lift for each 2500 square feet, or fraction thereof, of each 8" lift of fill or backfill compacted by other than hand-operated machines.
- b. One check test per lift for each 500 square feet, of each 6" lift of fill or backfill areas compacted by hand-operated machines.
- c. One check test per lift for each 500 linear feet, or fraction thereof, of embankment or backfill for roads.

3.11.4 Moisture Contents

In the stockpile, excavation, or borrow areas, a minimum of two tests per day per type of material or source of material being placed during stable weather conditions shall be performed. During unstable weather, tests shall be made as dictated by local conditions and approved by the Contracting Officer.

3.11.5 Optimum Moisture and Laboratory Maximum Density

Tests shall be made for each type material or source of material including borrow material to determine the optimum moisture and laboratory maximum density values. One representative test per 1000 cubic yards of fill and backfill, or when any change in material occurs which may affect the optimum moisture content or laboratory maximum density.

3.11.6 Tolerance Tests for Subgrades

Continuous checks on the degree of finish specified in paragraph SUBGRADE PREPARATION shall be made during construction of the subgrades.

3.12 SUBGRADE AND EMBANKMENT PROTECTION

During Construction, embankments and excavations shall be kept shaped and drained. Ditches and drains along subgrade shall be maintained to drain effectively at all times. The finished subgrade shall not be disturbed by traffic or other operations and shall be protected and maintained by the Contractor in a satisfactory condition until subbase, base, or pavement is placed. The storage or stockpiling of materials on the finished subgrade will not be permitted. No subbase, base course or pavement shall be laid until the subgrade has been verified to comply with compaction, line and grade requirements. In no case shall subbase, base surfacing, or pavement be placed on a muddy, spongy, or frozen subgrade.

DIVISION 2 - SITE WORK

SECTION 02370

SOIL EROSION CONTROL

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SECTION 02370

SOIL SURFACE EROSION CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AGRICULTURAL MARKETING SERVICE (AMS)

AMS Seed Act (1995) Federal Seed Act Regulations Part 201

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 39 (1996) Compressive Strength of Cylindrical Concrete Specimens

ASTM C 42 (1999) Obtaining and Testing Drilled Cores and Sawed Beams of Concrete

ASTM C 140 (1999b) Sampling and Testing Concrete Masonry Units

ASTM D 648 (1998c) Deflection Temperature of Plastics Under Flexural Load

ASTM D 698 (1998) Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/cu. ft.(600kN-m/cu. m))

ASTM D 1682 Tensile Strength and % Strength Retention of material after 1000 hours of exposure in Xenon Arc Weatherometer

ASTM D 1777 (1996) Thickness of Textile Materials

ASTM D 2844 (1994) Resistance R-Value and Expansion Pressure of Compacted Soils

ASTM D 3776 (1996) Mass per Unit Area (Weight) of Fabric

ASTM D 3787 (1989) Burst Strength of Knitted Goods: Constant-Rate-of-Traverse (CRT), Ball Burst Test

ASTM D 3884 (1992) Test Method for Abrasion Resistance of Textile Fabrics (Rotary Platform, Double Head Method)

ASTM D 4355	(1992) Deterioration of Geotextiles From Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)
ASTM D 4491	(1999) Water Permeability of Geotextiles by Permittivity
ASTM D 4533	(1991; R 1996) Trapezoidal Tearing Strength of Geotextiles
ASTM D 4595	(1986; R 1994) Tensile Properties of Geotextiles by the Wide-Width Strip Method
ASTM D 4632	(1991; R 1996) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(1999) Determining Apparent Opening Size of a Geotextile
ASTM D 4833	(1998; R 1996el) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
ASTM D 4972	(1995a) pH of Soils
ASTM D 5035	(1995) Breaking Force and Elongation of Textile Fabrics (Strip Method)
ASTM D 5268	(1996) Topsoil Used for Landscaping Purposes

1.2 DESCRIPTION OF WORK

The work shall consist of furnishing and installing soil surface erosion control materials in combination with sod (see section 02922 SODDING), including fine grading, blanketing, stapling, mulching and miscellaneous related work, within project limits and in areas outside the project limits where the soil surface is disturbed from work under this contract at the designated locations. This work shall include all necessary materials, labor, supervision and equipment for installation of a complete system. This section shall be coordinated with the requirements of Section 02300 EARTHWORK and Section 02922 SODDING.

1.3 MEASUREMENT AND PAYMENT

1.3.1 Erosion Control Blankets

The erosion control blankets shall be measured by the square yard of surface area covered. No measurement for payment shall be made for fine grading, trenching or other miscellaneous materials necessary for placement of the erosion control blankets.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that

will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Product Data

Geotextile Fabrics;

Manufacturer's literature including physical characteristics, application and installation instructions.

SD-04 Shop Drawings

Layout;
Obstructions Below Ground;
Erosion Control;

Scale drawings defining areas to receive recommended materials as required by federal, state or local regulations.

Maintenance Record;

Record of maintenance work performed, of measurements and findings for product failure, recommendations for repair, and products replaced.

SD-09 Test Reports

Erosion Control Blankets

Certified reports of inspections and laboratory tests, prepared by an independent testing agency, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.

Sieve test results. Sand shall be uniformly graded.

SD-13 Certificates

Prior to delivery of materials, certificates of compliance attesting that materials meet the specified requirements. Certified copies of the material certificates shall include the following.

For items listed in this section:

- a. Certification of recycled content or,
- b. Statement of recycled content.
- c. Certification of origin including the name, address and telephone number of manufacturer.

Installer's Qualification;

The installer's company name and address; training and experience and or certification.

Recycled Plastic;

Individual component and assembled unit structural integrity test; creep tolerance; deflection tolerance; and vertical load test results. The estimated percentage of recovered material content in the material and components. Life-cycle durability.

SD-14 Samples

Materials;

- a. Erosion control blankets; 6 inches by 6 inches square.

SD-19 Operation and Maintenance Data

Maintenance Instructions;

Instruction for year-round care of installed material. The Contractor shall include manufacturer supplied spare parts.

1.5 DELIVERY, INSPECTION, STORAGE, AND HANDLING

Materials shall be stored in designated areas and as recommended by the manufacturer protected from the elements, direct exposure, and damage. Containers shall not be dropped from trucks. Material shall be free of defects that would void required performance or warranty.

- a. Erosion control blankets shall be furnished in rolls with suitable wrapping to protect against moisture and extended ultraviolet exposure prior to placement. Erosion control blanket rolls shall be labeled to provide identification sufficient for inventory and quality control purposes.

1.6 SUBSTITUTIONS

Substitutions will not be allowed without written request and approval from the Contracting Officer.

1.7 INSTALLER'S QUALIFICATION

The installer shall be certified by the manufacturer for training and experience installing the material.

1.8 WARRANTY

Erosion control material shall have a warranty for use and durable condition for project specific installations. Temporary erosion control materials shall carry a minimum eighteen month warranty. Permanent erosion control materials shall carry a minimum three year warranty.

PART 2 PRODUCTS

2.1 EROSION CONTROL BLANKETS

2.1.1 Erosion Control Blankets Type IX (Turf Reinforcement Mat)

Permanent erosion control/turf reinforcement mat is constructed of 100 percent coconut fiber stitch bonded between a heavy duty UV stabilized bottom net, and a heavy duty UV stabilized cuspatated (crimped) middle netting overlaid with a heavy duty UV stabilized top net. The cuspatated netting forms prominent closely spaced ridges across the entire width of the mat. The three nettings are stitched together on 1.5 inch centers with UV stabilized polypropylene thread to form a permanent three dimensional structure. The following list contains further physical properties of the turf erosion control mat.

Property	Test Method	Value	Units
Ground Cover	Image Analysis	93	percent
Thickness	ASTM D 1777		0.63 in
Mass Per Unit Area	ASTM D 3776		0.92 lb/sy
Tensile Strength	ASTM D 5035		480 lb/ft
Elongation	ASTM D 5035		percent
Tensile Strength	ASTM D 5035		960 lb/ft
Elongation	ASTM D 5035	31	percent
Tensile Strength	ASTM D 1682		177 lbs
Elongation	ASTM D 1682	22	percent
Resiliency	ASTM D 1777	greater than 80	percent
UV Stability*	ASTM D 4355		151 lbs
		86	percent
Color(permanent net)		UV Black	
Porosity(permanent net)Calculated		greater than 95	percent
Minimum Filament Measured Diameter (permanent net)			0.03 in

NOTE 1: *ASTM D 1682 Tensile Strength and percent Strength Retention of material after 1000 hours of exposure in Xenon-Arc Weatherometer

NOTE 2: Photodegradable life a minimum of 36 months with a minimum 90 percent light penetration. Apply to slopes up to a maximum 1:1 gradient.

2.1.1.2 Staking

Stakes shall be 100 percent biodegradable manufactured from recycled plastic or wood and shall be designed to safely and effectively secure erosion control blankets for temporary or permanent applications. The biodegradable stake shall be fully degradable by biological activity within a reasonable time frame. The bio-plastic resin used in production of the biodegradable stake shall consist of polylactide, a natural, completely biodegradable substance derived from renewable agricultural resources. The biodegradable stake must exhibit ample rigidity to enable being driven into hard ground, with sufficient flexibility to resist shattering. The biodegradable stake shall have serrations on the leg to increase resistance to pull-out from the soil.

2.1.1.3 Staples

Staples shall be as recommended by the manufacturer.

2.2 WATER

Water shall be the responsibility of the Contractor. Water shall be potable.

PART 3 EXECUTION

3.1 CONDITIONS

The Contractor shall submit a construction work sequence schedule, with the [state or local government approved] [approved] erosion control plan a minimum of 30 days prior to start of construction. The work schedule shall coordinate the timing of land disturbing activities with the provision of erosion control measures. Erosion control operations shall be performed under favorable weather conditions; when excessive moisture, frozen ground or other unsatisfactory conditions prevail, the work shall be stopped as directed. Erosion control materials shall not be applied in adverse weather conditions which could affect their performance.

3.1.1 Finished Grade

The Contractor shall verify that finished grades are as indicated on the drawings; finish grading and compaction shall be completed in accordance with Section 02300 "Earthwork", prior to the commencement of the work. The location of underground utilities and facilities in the area of the work shall be verified and marked. Damage to underground utilities and facilities shall be repaired at the Contractor's expense.

3.1.2 Placement of Erosion Control Blankets

Before placing the erosion control blankets, ensure the subgrade has been graded smooth; has no depressed, void areas; is free from obstructions, such as tree roots, projecting stones or other foreign matter. Vehicles shall not be permitted directly on the blankets.

3.2 SITE PREPARATION

3.2.1 Soil Test

Soil shall be tested in accordance with ASTM D 5268 and ASTM D 4972 for determining the particle size and mechanical analysis. Sample collection onsite shall be random over the entire site. The test shall determine the soil particle size as compatible for the specified material.

3.2.2 Protecting Existing Vegetation

When there are established lawns in the work area, the turf shall be covered and/or protected or replaced after construction operations. Existing trees, shrubs, and plant beds that are to be preserved shall be barricaded along the dripline. Damage to existing trees shall be mitigated by the Contractor at no additional cost to the Government. Damage shall be assessed by a state certified arborist or other approved professional using the National Arborist Association's tree valuation guideline.

3.3 INSTALLATION

3.3.1 Erosion Control Blankets

a Erosion control blankets shall be oriented in vertical strips and anchored with staples, as indicated. Adjacent strips shall be abutted to allow for installation of a common row of staples. Horizontal joints between erosion control blankets shall be overlapped sufficiently to accommodate a common row of staples with the uphill end on top.

b. Where exposed to overland sheet flow, a trench shall be located at the uphill termination. The erosion control blanket shall be stapled to the bottom of the trench. Backfill and compact the trench as required.

c. Where terminating in a channel containing an installed blanket, the erosion control blanket shall overlap installed blanket sufficiently to accommodate a common row of staples.

3.4 CLEAN-UP

Excess material, debris, and waste materials shall be disposed offsite at an approved landfill or recycling center. Adjacent paved areas shall be cleared. Immediately upon completion of the installation in an area, the area shall be protected against traffic or other use by erecting barricades and providing signage as required, or as directed.

3.5 MAINTENANCE

Maintenance shall include eradicating weeds; protecting embankments and ditches from surface erosion; maintaining the performance of the erosion control materials and mulch; protecting installed areas from traffic.

3.5.1 Maintenance Instructions

Written instructions containing drawings and other necessary information shall be furnished, describing the care of the installed material; including, when and where maintenance should occur, and the procedures for material replacement.

3.5.2 Patching and Replacement

Unless otherwise directed, material shall be placed, seamed or patched as recommended by the manufacturer. Material not meeting the required performance as a result of placement, seaming or patching shall be removed from the site. The Contractor shall replace the unacceptable material at no additional cost to the Government.

DIVISION 2 - SITE WORK

SECTION 02378

GEOTEXTILES

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SECTION 02378

GEOTEXTILES USED AS FILTERS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 123	(1993a) Standard Terminology Relating to Textiles
ASTM D 1683	(1990a) Test Method for Failure in Sewn Seams of Woven Fabrics
ASTM D 3786	(1987) Hydraulic Bursting Strength of Knitted Goods and Nonwoven Fabrics - Diaphragm Bursting Strength Tester Method
ASTM D 4354	(1989) Sampling of Geosynthetic for Testing
ASTM D 4355	(1992) Deterioration of Geotextile from Exposure to Ultraviolet light and Water (Xenon-Arc Type Apparatus)
ASTM D 4491	(1992) Water Permeability of Geotextiles By Permittivity
ASTM D 4533	(1996) Standard Test Method for Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	(1991) Test Method for Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(1993) Determining the Apparent Opening Size of a Geotextile
ASTM D 4833	(1988) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
ASTM D 4873	(1988) Guide for Identification, Storage, and Handling of Geotextiles
ASTM D 4884	(1990) Seam Strength of Sewn Geotextiles

1.2 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The

following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-13 Certificates

Geotextile; FIO.

All brands of geotextile and all seams to be used shall be accepted on the basis of mill certificates or affidavits. The Contractor shall furnish the Contracting Officer, in duplicate, a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the geotextile. The mill certificate or affidavit shall attest that the geotextile meets the chemical, physical and manufacturing requirements stated in this specification.

1.3 SHIPMENT, HANDLING, AND STORAGE

1.3.1 Shipment and Storage

Only approved geotextile shall be delivered to the project site. All geotextile shall be labeled, shipped, stored, and handled in accordance with ASTM D 4873. No hooks, tongs, or other sharp instruments shall be used for handling geotextile.

2 PRODUCTS

2.1 MATERIALS

2.1.1 Geotextile

2.1.1.1 General

The geotextile shall be a non-woven pervious sheet of plastic yarn as defined by ASTM D 123. The geotextile shall equal or exceed the minimum average roll values listed in TABLE 1, MINIMUM PHYSICAL REQUIREMENTS FOR DRAINAGE GEOTEXTILE. Strength values indicated in the table are for the weaker principal direction.

TABLE 1
MINIMUM PHYSICAL REQUIREMENTS FOR DRAINAGE GEOTEXTILE

PROPERTY	UNITS	ACCEPTABLE VALUES	TEST METHOD
GRAP STRENGTH	lb	120	ASTM D 4632
PUNCTURE	lb	70	ASTM D 4833
BURST STRENGTH	psi	240	ASTM D 3786
TRAPEZOID TEAR	lb	50	ASTM D 4533
PERMEABILITY	gal/min/ft ²	120	ASTM D 4491
APPARENT OPENING SIZE	U.S. SIEVE	70	ASTM D 4751
PERMITTIVITY	sec ⁻¹	1.5	ASTM D 4491

ULTRAVIOLET DEGRADATION	Percent	50 AT 500 Hrs	ASTM D 4355
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2.1.1.2 Geotextile Fiber

Fibers used in the manufacturing of the geotextile shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of polyolefins, polyesters, or polamides. Stabilizers and/or inhibitors shall be added to the base polymer if necessary to make the filaments resistant to deterioration caused by ultraviolet light and heat exposure. Reclaimed or recycled fibers or polymer shall not be added to the formulation. Geotextile shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including the edges. The edges of the geotextile shall be finished to prevent the outer fiber from pulling away from the geotextile.

2.1.2 Seams

The seams of the geotextile shall be sewn with thread of a material meeting the chemical requirements given above for geotextile yarn or shall be bonded by cementing or by heat. The sheets of geotextile shall be attached at the factory or another approved location. Seams shall be tested in accordance with method ASTM D 1683. The strength of the seam shall be not less than 90 percent of the required grab tensile strength of the unaged geotextile in any principal direction.

2.1.3 Securing Pins

The geotextile shall be secured to the foundation soil by pins to prevent movement prior to placement of wall drain materials. Other appropriate means to prevent movement such as staples, sand bags, and stone could also be used. Securing pins shall be inserted through both strips of overlapped geotextile along the line passing through midpoints of the overlap. Securing pins shall be removed as placement of wall drain materials are placed to prevent tearing of geotextile or enlarging holes. Maximum spacing between securing pins shall be 5 feet. When windy conditions prevail at the construction site, the number of pins should be increased upon the demand of the Contracting Officer.

2.2 INSPECTIONS, VERIFICATIONS, AND TESTING

2.2.1 Manufacturing and Sampling

Geotextiles and factory seams shall meet the requirements specified in TABLE 1, MINIMUM PHYSICAL REQUIREMENTS FOR DRAINAGE GEOTEXTILE. Geotextiles shall be randomly sampled in accordance with ASTM D 4354 (Procedure Method A). Factory seams shall be sampled at the frequency specified in ASTM D 4884.

PART 3 EXECUTION

3.1 SURFACE PREPARATION

Surface on which the geotextile will be placed shall be prepared, to a relatively smooth surface condition, in accordance with the applicable portion of this specification and shall be free from obstruction, debris, depressions, erosion feature, or vegetation. Any irregularities will be removed so as to insure continuous, intimate contact of the geotextile with

all the surface. Any loose material, soft or low density pockets of material, will be removed; erosion features such as rills, gullies etc. must be graded out of the surface before geotextile placement.

3.2 INSTALLATION OF THE GEOTEXTILE

3.2.1 General

The geotextile shall be placed in the manner and at the locations shown. At the time of installation, the geotextile shall be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacture, transportation or storage.

3.2.2 Placement

The geotextile shall be laid smooth and free of tension, stress, folds, wrinkles, or creases. The strips shall be placed to provide a minimum width of 24 inches of overlap for each joint. The Contractor shall adjust the actual length of the geotextile used based on initial installation experience. Temporary pinning of the geotextile to help hold it in place until the filter layer is placed shall be allowed. The temporary pins shall be removed as the filter is placed to relieve high tensile stress which may occur during placement of material on the geotextile. Trimming shall be performed in such a manner that the geotextile shall not be damaged in any way.

3.3 PROTECTION

The geotextile shall be protected at all times during construction from contamination by surface runoff and any geotextile so contaminated shall be removed and replaced with uncontaminated geotextile. Any damage to the geotextile during its installation or during placement of granular filter materials shall be replaced by the Contractor at no cost to the Government. The work shall be scheduled so that the covering of the geotextile with a layer of the specified material is accomplished within 7 calendar days after placement of the geotextile. Failure to comply shall require replacement of geotextile. The geotextile shall be protected from damage prior to and during the placement of riprap or other materials. Before placement of filter materials, the Contractor shall demonstrate that the placement technique will not cause damage to the geotextile. In no case shall any type of equipment be allowed on the unprotected geotextile.

3.4 PLACEMENT OF FILTER MATERIAL

Placing of filter material shall be performed in a manner to insure intimate contact of the geotextile with the prepared surface and with the filter material. The placement shall also be performed in a manner that shall not damage the geotextile including tear, puncture, or abrasion. On sloping surfaces the filter material shall be placed from the bottom of the slopes upward. During placement, the height of the drop of riprap material shall not be greater than 12 inches. Any geotextile damaged beneath the filter material shall be uncovered as necessary and replaced at no cost to the Government.

3.5 OVERLAPPING AND SEAMING

3.5.1 Overlapping

The overlap of geotextile rolls shall be 24 inches. Appropriate measures will be taken to insure required overlap exists after cushion placement.

DIVISION 2 - SITE WORK

SECTION 02701

REINFORCED CONCRETE CULVERT PIPE

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SECTION 02701

REINFORCED CONCRETE CULVERT PIPE

1 GENERAL

1.1 SCOPE

The work provided for herein consists of furnishing all plant, labor, material, and equipment and performing all work required for installing the reinforced concrete culvert pipes as shown on the drawings and as specified herein.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for all reinforced concrete pipe construction operations to assure compliance with contract requirements and shall maintain records of his quality control for all construction operations including, but not limited to the following;

- (1) Inspection upon delivery of the pipe for damage or defects.
- (2) Installation and alignment of the reinforced concrete culvert pipe.

Three copies of these records, as well as the records of corrective action taken, shall be furnished the Government.

1.3 APPLICABLE PUBLICATIONS

The following publications of the issue listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the reference thereto:

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) PUBLICATIONS

- | | |
|----------|---|
| C 76- 94 | Reinforced Concrete Culvert, Storm Drain, and Sewer
Pipe |
| C 443-94 | Joints for Circular Concrete Sewer and Culvert
Pipe, Using
Rubber Gaskets |

1.4 CERTIFICATES OF COMPLIANCE

Certificates of compliance attesting that the reinforced concrete pipe meets specification requirements shall be submitted in accordance with Special Contract Requirements entitled, "CERTIFICATES OF COMPLIANCE."

2 PRODUCTS

2.1 MATERIALS

2.1.1 Pipe

Culvert pipe shall be a 12-inch internal diameter reinforced concrete culvert pipe designed and manufactured in accordance with ASTM C 76 for "Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe" for Class IV and Wall B. The reinforced concrete pipe shall be manufactured in minimum 8-foot lengths and shall be joined with exterior joint collars except as noted and with O-ring gaskets manufactured in accordance with ASTM C 443 and mastic. The mastic shall be as recommended by the manufacturer. The joint collar shall be installed according to the manufacturer's recommendations. The collar shall consist of a band not less than 7-inches wide. The band shall have an outer layer of polyethylene with an under layer of rubberized mastic that is reinforced with a woven polypropylene fabric. There shall be a peelable protective paper against the mastic that is removed when the collar is applied to the joint.

3 EXECUTION

3.1 INSTALLATION

3.1.1 General

Pipe to be laid under these specifications shall be concrete culvert pipe with exterior joint collars and shall be joined with O-ring gaskets to form a water tight seal.

3.1.2 Laying Pipe

Pipe shall be accurately installed to line and grade as shown on the drawings. All pipe and fittings shall be carefully examined for cracks, damage or other defects while suspended above the trench before installation. Defective materials shall be immediately removed from the site. The interior of all pipe and fittings shall be inspected and all dirt, gravel, sand, debris or other foreign materials shall be completely removed from the pipe interior before it is moved into the trench. Mating surfaces shall be thoroughly wire brushed and wiped clean and dry immediately before the pipe is laid. Any defective joint, discovered after the pipe has been laid, shall be repaired by the Contractor at no expense to the Government.

3.1.3 Exterior Joint Collar Installation

Upon completion of the O-ring gasket installation, the joint collar shall be wrapped around the exterior using a self adhering rubberized mastic and steel straps on each side of the joint to provide positive seals as specified in paragraph 2.1 above. A bell hole shall be dug under the joint. After removing the protective paper, the band shall be placed around the pipe, mastic side to the pipe and spanning the joint, with the overlap at the top of the pipe. The steel straps shall be secured as specified by the manufacturer. The closing flap shall cover all remaining exposed strap. In areas where the pipe is supported by a concrete cradle, the joint collar shall be attached so that the exposed pipe joint is completely covered. Steel straps will not be required in these areas.

3.1.4 Alignment

The Contractor shall utilize a method acceptable to the Contracting Officer to set the pipe to the specified line and grade during installation.

3.1.5 Attachment to Outlet Structure

Attachment to outlet structure shall be as shown on the drawings and/or as recommended by the pipe manufacturer.

3.2 BACKFILLING

3.2.1 General

Backfill shall be placed around and over the culvert pipe to the line and grade indicated on the drawings and/or as directed by the Contracting Officer. Backfill material shall be obtained from the required excavations, and shall be free from roots, muck, brush and other objectionable matter. Material placed within 2 feet of the pipe must consist of cohesive material. The Contractor shall remove any materials which the Contracting Officer considers to be objectionable in the backfill. Frozen material shall not be placed in the backfill nor shall material be placed upon frozen foundations. The suitability of each section of the foundation for placing materials thereon will be determined by the Contracting Officer.

3.2.2 Compacted Backfill

Backfill material within 2 feet of the pipe shall be placed concurrently on each side of the pipe in layers not more than 6 inches in thickness prior to compaction. In placing and compacting the material, care shall be taken to insure that the backfill is rammed tight against the pipe at all points. Compaction within 2 feet of culvert pipe shall be accomplished by the use of approved mechanical hand tampers. Each layer of backfill placed within 2

feet of the culvert shall be compacted to a density of at least 95 percent of the laboratory density obtained by the standard density test (ASTM D 698), Method D. The field density determination shall be by the Sand-Cone Method (ASTM D 1556) or by the Nuclear Method (ASTM D 2922). The moisture content after compaction shall be within the limits of 2 percent points above optimum and 3 percentage points below optimum moisture content as determined by the Contracting Officer in accordance with ASTM D 698. The materials may require moistening or aerifying as necessary to provide the above specified moisture content. The Contractor will perform standard laboratory density tests as specified in ASTM D 698 for each type of material used in the fill to determine optimum water content and maximum densities. Tests shall be performed by an approved commercial testing laboratory or may be tested by facilities furnished by the Contractor. The Contractor shall perform field density and water content tests on each layer of material placed to assure that proper compaction is being achieved. The location where the Contractor is to take the field density and water content tests shall be as specified by the Contracting Officer. The Contracting Officer reserves the right to make quality assurance tests at the Government's Laboratory to verify Contractor's test results. The cost of the assurance testing at the Government Laboratory will be at the Government's expense.

The remaining culvert backfill shall be placed in layers not exceeding 12 inches in thickness prior to compaction and shall be compacted to a density of at least 95 percent of the laboratory density obtained by the standard density test (ASTM D 698), Method D. When in the opinion of the Contracting Officer, the surface of any layer is too smooth to bond properly with the succeeding layer, it shall be adequately scarified before the succeeding layer is placed. The layers shall be uniformly spread, distributed, and otherwise manipulated during placement to such an extent that individual loads of material deposited on the fill will not remain intact, and large, open voids in the fill will be eliminated.

DIVISION 2 - SITEWORK

SECTION 02710

ASPHALTIC CONCRETE PAVEMENT

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SECTION 02710

ASPHALTIC CONCRETE PAVEMENT

1 GENERAL

1.1 DESCRIPTION

This item shall consist of furnishing and placing an asphalt binder course on an accepted base course and placing an asphalt surface course on an accepted asphalt binder course to these specifications and in reasonably close conformity with the lines, grades and typical cross sections shown on the plans.

1.2 REFERENCES

The publication listed below form a part of this specification to the extent referenced. The publication is referred to in the text by basic designation only.

MISSOURI DEPARTMENT OF TRANSPORTATION DEPARTMENT (MoDOT)

MoDOT Standard Specifications Missouri Standard Specifications for
Highway Construction, Edition of 1999

1.3 GENERAL REQUIREMENTS

Work under this section shall be in accordance with Section 403 - ASPHALTIC CONCRETE PAVEMENT of the MoDOT Standard Specifications, except as modified or augmented herein.

1.4 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The Following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES.

SD-09 Reports

Asphalt Mix Design; FIO
Quality Control Of Asphalt Mix; FIO

Design and quality control of mix shall meet the requirements of the specifications.

SD-13 Certificates

Asphalt Mix Design; FIO

Materials shall be certified for compliance with all specification requirements.

SD-18 Records

Pre-Placement Conference; FIO

Contractor shall conduct a Pre-placement Conference and provide minutes of meeting.

Asphalt Mix Design; FIO

Contractor shall furnish one mix design for each of the particular asphalt mixtures listed.

Reference Type Surface Type 1C Table 1 Section 403

2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

Materials and equipment shall be as specified in Section 403.9 Bituminous Mixing Plants, 403.10 Hauling Equipment, 403.11 Pavers, and 403.12 Rollers of the MoDOT Standard Specifications, except as modified or augmented herein.

3 EXECUTION

3.1 CONSTRUCTION METHODS

Construction methods shall be in accordance with Section 403.12, 403.18 Compaction, 403.19 Joints, 403.2 Surface Test and 403.21 Testing Pavement of the MoDOT Standard Specifications.

3.2 SEASONAL AND TEMPERATURE LIMITATIONS

The placing and mixing of Asphaltic Concrete Pavement shall comply with the requirements of paragraph 403.13, Section 410 – CONSTRUCTION REQUIREMENTS of the MoDOT Standard Specifications, except that asphaltic materials shall not be placed during rainy weather without approval of the Contracting Officer.

DIVISION 2 - SITE WORK

SECTION 02722

AGGREGATE BASE COURSE

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SECTION 02722

AGGREGATE BASE COURSE

1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

AASHTO T 180	(1997) Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and an 457 mm (18-in) Drop
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AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 29/C 29M	(1997) Bulk Density ("Unit Weight") and Voids in Aggregates
ASTM C 88	(1999a) Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	(1995) Materials Finer Than 75 micrometer (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 127	(1988; R 1993el) Specific Gravity and Absorption of Course Aggregate
ASTM C 128	(1997) Specific Gravity and Absorption of Fine Aggregate
ASTM C 131	(1996) Resistance to Degradation of Small- Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM D 75	(1987; R 1997) Sampling Aggregates
ASTM D 422	(1963; R 1998) Particle-Size Analysis of Soils
ASTM D 1556	(1990; R 1996el) Density and Unit Weight of Soil in Place by the Sand-Cone Method

ASTM D 1557	(1991; R 1998) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))
ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2487	(1998) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1996el) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1988; R 1996el) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 4318	(1998) Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM E 11	(1995) Wire-Cloth Sieves for Testing Purposes

1.2 DEFINITIONS

For the purposes of this specification, the following definitions apply.

1.2.1 Aggregate Base Course

Aggregate base course (ABC) is well graded, durable aggregate uniformly moistened and mechanically stabilized by compaction.

1.2.2 Degree of Compaction

Degree of compaction shall be expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557.

1.3 UNIT PRICES

1.3.1 Measurement

1.3.1.1 Volume

The quantity of ABC completed and accepted, as determined by the Contracting Officer, will be measured in cubic yards. The volume of material in-place and accepted will be determined by the average job thickness obtained in accordance with paragraph THICKNESS CONTROL and the dimensions shown.

1.3.2 Payment for Quantities

Quantities of ABC, determined as specified above, will be paid for at the respective contract unit prices, which shall constitute full compensation for the construction and completion of the ABC.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Plant, Equipment, and Tools; FIO

List of proposed equipment to be used in performance of construction work, including descriptive data.

Waybills and Delivery Tickets; FIO

Copies of waybills and delivery tickets during the progress of the work. Before the final statement is allowed, the Contractor shall file certified waybills and certified delivery tickets for all aggregates actually used.

SD-09 Reports

Sampling and testing; FIO

Field Density Tests; FIO

Calibration curves and related test results prior to using the device or equipment being calibrated. Copies of field test results within 24 hours after the tests are performed. Certified copies of test results for approval not less than 30 days before material is required for the work.

1.5 SAMPLING AND TESTING

Sampling and testing shall be the responsibility of the Contractor. Sampling and testing shall be performed by a testing laboratory approved in accordance with Section 01451 CONTRACTOR QUALITY CONTROL. Work requiring testing will not be permitted until the testing laboratory has been inspected and approved. The materials shall be tested to establish compliance with the specified requirements; testing shall be performed at the specified frequency. The Contracting Officer may specify the time and location of the tests. Copies of test results shall be furnished to the Contracting Officer within 24 hours of completion of the tests.

1.5.1 Sampling

Samples for laboratory testing shall be taken in conformance with ASTM D 75. When deemed necessary, the sampling will be observed by the Contracting Officer.

1.5.2 Tests

The following tests shall be performed in conformance with the applicable standards listed.

1.5.2.1 Sieve Analysis

Sieve analysis shall be made in conformance with ASTM C 117 and ASTM C 136. Sieves shall conform to ASTM E 11.

1.5.2.2 Liquid Limit and Plasticity Index

Liquid limit and plasticity index shall be determined in accordance with ASTM D 4318.

1.5.2.3 Moisture-Density Determinations

The maximum density and optimum moisture content shall be determined in accordance with ASTM D 1557.

1.5.2.4 Field Density Tests

Density shall be field measured in accordance with ASTM D 1556 and ASTM D 2922. For the method presented in ASTM D 1556 the base plate as shown in the drawing shall be used. For the method presented in ASTM D 2922 the calibration curves shall be checked and adjusted if necessary using only the sand cone method as described in paragraph Calibration, of the ASTM publication. Tests performed in accordance with ASTM D 2922 result in a wet unit weight of soil and when using this method, ASTM D 3017 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall also be checked along with density calibration checks as described in ASTM D 3017. The calibration checks of both the density and moisture gauges shall be made by the prepared containers of material method, as described in paragraph Calibration of ASTM D 2922, on each different type of material being tested at the beginning of a job and at intervals as directed.

1.5.2.5 Wear Test

Wear tests shall be made on ABC course material in conformance with ASTM C 131.

1.5.2.6 Soundness

Soundness tests shall be made on GCA in accordance with ASTM C 88.

1.5.3 Testing Frequency

1.5.3.1 Initial Tests

One of each of the following tests shall be performed on the proposed material prior to commencing construction to demonstrate that the proposed material meets all specified requirements when furnished. If materials from more than one source are going to be utilized, this testing shall be completed for each source.

- a. Sieve Analysis including No. 635 size material.
- b. Liquid limit and plasticity index moisture-density relationship.
- c. Moisture-density relationship.

- d. Wear.
- e. Soundness.
- f. Weight per cubic foot of Slag.

1.5.3.2 In Place Tests

One of each of the following tests shall be performed on samples taken from the placed and compacted ABC. Samples shall be taken and tested at the rates indicated.

a. Density tests shall be performed on every lift of material placed and at a frequency of one set of tests for every 250 square yards, or portion thereof, of completed area.

b. Sieve Analysis including No. 635 size material shall be performed for every 500 tons, or portion thereof, of material placed.

c. Liquid limit and plasticity index tests shall be performed at the same frequency as the sieve analysis.

1.5.4 Approval of Material

The source of the material shall be selected 30 days prior to the time the material will be required in the work. Tentative approval of material will be based on initial test results. Final approval of the materials will be based on sieve analysis, liquid limit, and plasticity index tests performed on samples taken from the completed and fully compacted ABC.

1.6 WEATHER LIMITATIONS

Construction shall be done when the atmospheric temperature is above 35 degrees F. When the temperature falls below 35 degrees F, the Contractor shall protect all completed areas by approved methods against detrimental effects of freezing. Completed areas damaged by freezing, rainfall, or other weather conditions shall be corrected to meet specified requirements.

1.7 PLANT, EQUIPMENT, AND TOOLS

All plant, equipment, and tools used in the performance of the work will be subject to approval before the work is started and shall be maintained in satisfactory working condition at all times. The equipment shall be adequate and shall have the capability of producing the required compaction, meeting grade controls, thickness control, and smoothness requirements as set forth herein.

2 PRODUCTS

2.1 AGGREGATES

The ABC shall consist of clean, sound, durable particles of crushed stone, crushed slag, crushed gravel, crushed recycled concrete, angular sand, or other approved material. ABC shall be free of lumps of clay, organic matter, and other objectionable materials or coatings. The portion retained

on the No. 4 sieve shall be known as coarse aggregate; that portion passing the No. 4 sieve shall be known as fine aggregate.

2.1.1 Coarse Aggregate

Coarse aggregates shall be angular particles of uniform density. When the coarse aggregate is supplied from more than one source, aggregate from each source shall meet the specified requirements and shall be stockpiled separately.

a. Crushed Gravel: Crushed gravel shall be manufactured by crushing gravels, and shall meet all the requirements specified below.

b. Crushed Stone: Crushed stone shall consist of freshly mined quarry rock, and shall meet all the requirements specified below.

2.1.1.1 Aggregate Base Course

ABC coarse aggregate shall not show more than 50 percent loss when subjected to the Los Angeles abrasion test in accordance with ASTM C 131. The amount of flat and elongated particles shall not exceed 30 percent. A flat particle is one having a ratio of width to thickness greater than 3; an elongated particle is one having a ratio of length to width greater than 3. In the portion retained on each sieve specified, the crushed aggregates shall contain at least 50 percent by weight of crushed pieces having two or more freshly fractured faces with the area of each face being at least equal to 75 percent of the smallest midsectional area of the piece. When two fractures are contiguous, the angle between planes of the fractures must be at least 30 degrees in order to count as two fractured faces. Crushed gravel shall be manufactured from gravel particles 50 percent of which, by weight, are retained on the maximum size sieve listed in TABLE 1.

2.1.2 Fine Aggregate

Fine aggregates shall be angular particles of uniform density. When the fine aggregate is supplied from more than one source, aggregate from each source shall meet the specified requirements.

2.1.2.1 Aggregate Base Course

ABC fine aggregate shall consist of screenings, angular sand, crushed recycled concrete fines, or other finely divided mineral matter processed or naturally combined with the coarse aggregate.

2.1.3 Gradation Requirements

The specified gradation requirements shall apply to the completed base course. The aggregates shall have a maximum size of 1 inch and shall be continuously well graded within the limits specified in TABLE 1. Sieves shall conform to ASTM E 11.

TABLE I. GRADATION OF AGGREGATES

Percentage by Weight Passing Square-Mesh Sieve

Sieve Designation	No. 3
-----	-----
1 inch	100
1/2 inch	40-70
No. 4	20-50
No. 10	15-40
No. 40	5-25
No. 200	0-10

NOTE 1: Particles having diameters less than 0.0008 inch shall not be in excess of 3 percent by weight of the total sample tested.

NOTE 2: The values are based on aggregates of uniform specific gravity. If materials from different sources are used for the coarse and fine aggregates, they shall be tested in accordance with ASTM C 127 and ASTM C 128 to determine their specific gravities. If the specific gravities vary by more than 10 percent, the percentages passing the various sieves shall be corrected as directed by the Contracting Officer.

2.1.4 Liquid Limit and Plasticity Index

Liquid limit and plasticity index requirements shall apply to the completed course and shall also apply to any component that is blended to meet the required gradation. The portion of any component or of the completed course passing the No. 40 sieve shall be either nonplastic or have a liquid limit not greater than 25 and a plasticity index not greater than 5.

3 EXECUTION

3.1 GENERAL REQUIREMENTS

When the ABC is constructed in more than one layer, the previously constructed layer shall be cleaned of loose and foreign matter by sweeping with power sweepers or power brooms, except that hand brooms may be used in areas where power cleaning is not practicable. Adequate drainage shall be provided during the entire period of construction to prevent water from collecting or standing on the working area. Line and grade stakes shall be provided as necessary for control. Grade stakes shall be in lines parallel to the centerline of the area under construction and suitably spaced for string lining.

3.2 PREPARATION OF UNDERLYING COURSE

Prior to constructing the ABC, the underlying course or subgrade shall be cleaned of all foreign substances. At the time of construction of the ABC, the underlying course shall contain no frozen material. The surface of the underlying course or subgrade shall meet specified compaction and surface tolerances. The underlying course shall conform to Section 02300 EARTHWORK. Ruts or soft yielding spots in the underlying courses, areas having inadequate compaction, and deviations of the surface from the requirements

set forth herein shall be corrected by loosening and removing soft or unsatisfactory material and by adding approved material, reshaping to line and grade, and recompact to specified density requirements. For cohesionless underlying courses containing sands or gravels, as defined in ASTM D 2487, the surface shall be stabilized prior to placement of the ABC. Stabilization shall be accomplished by mixing ABC into the underlying course and compacting by approved methods. The stabilized material shall be considered as part of the underlying course and shall meet all requirements of the underlying course. The finished underlying course shall not be disturbed by traffic or other operations and shall be maintained by the Contractor in a satisfactory condition until the ABC is placed.

3.3 INSTALLATION

3.3.1 Mixing the Materials

The coarse and fine aggregates shall be mixed in a stationary plant, or in a traveling plant or bucket loader on an approved paved working area. The Contractor shall make adjustments in mixing procedures or in equipment as directed to obtain true grades, to minimize segregation or degradation, to obtain the required water content, and to insure a satisfactory ABC meeting all requirements of this specification.

3.3.2 Placing

The mixed material shall be placed on the prepared subgrade or subbase in layers of uniform thickness with an approved spreader. When a compacted layer 6 inches or less in thickness is required, the material shall be placed in a single layer. When a compacted layer in excess of 6 inches is required, the material shall be placed in layers of equal thickness. No layer shall exceed 6 inches or less than 3 inches when compacted. The layers shall be so placed that when compacted they will be true to the grades or levels required with the least possible surface disturbance. Where the ABC is placed in more than one layer, the previously constructed layers shall be cleaned of loose and foreign matter by sweeping with power sweepers, power brooms, or hand brooms, as directed. Such adjustments in placing procedures or equipment shall be made as may be directed to obtain true grades, to minimize segregation and degradation, to adjust the water content, and to insure an acceptable ABC.

3.3.3 Grade Control

The finished and completed ABC shall conform to the lines, grades, and cross sections shown. Underlying material(s) shall be excavated and prepared at sufficient depth for the required ABC thickness so that the finished ABC with the subsequent surface course will meet the designated grades.

3.3.4 Edges of Base Course

The ABC shall be placed so that the completed section will be a minimum of 5 feet wider, on all sides, than the next layer that will be placed above it. Additionally, approved fill material shall be placed along the outer edges of ABC in sufficient quantities to compact to the thickness of the course being constructed, or to the thickness of each layer in a multiple layer course, allowing in each operation at least a 2 foot width of this material to be rolled and compacted simultaneously with rolling and compacting of each layer of ABC. If this base course material is to be placed adjacent to

another pavement section, then the layers for both of these sections shall be placed and compacted along this edge at the same time.

3.3.5 Compaction

Each layer of the ABC shall be compacted to 100 percent laboratory maximum density with approved compaction equipment. Water content shall be maintained during the compaction procedure to within plus or minus 3 percent of the optimum water content determined from laboratory tests as specified in paragraph SAMPLING AND TESTING. Rolling shall begin at the outside edge of the surface and proceed to the center, overlapping on successive trips at least one-half the width of the roller. Alternate trips of the roller shall be slightly different lengths. Speed of the roller shall be such that displacement of the aggregate does not occur. In all places not accessible to the rollers, the mixture shall be compacted with hand-operated power tampers. Compaction shall continue until each layer has a degree of compaction that is at least 95 percent of laboratory maximum density through the full depth of the layer. The Contractor shall make such adjustments in compacting or finishing procedures as may be directed to obtain true grades, to minimize segregation and degradation, to reduce or increase water content, and to ensure a satisfactory ABC. Any materials that are found to be unsatisfactory shall be removed and replaced with satisfactory material or reworked, as directed, to meet the requirements of this specification.

3.3.6 Thickness

Compacted thickness of the aggregate course shall be as indicated. No individual layer shall exceed 8 inches nor be less than 3 inches in compacted thickness. The total compacted thickness of the ABC course shall be within 1/2 inch of the thickness indicated. Where the measured thickness is more than 1/2 inch deficient, such areas shall be corrected by scarifying, adding new material of proper gradation, reblading, and recompacting as directed. Where the measured thickness is more than 1/2 inch thicker than indicated, the course shall be considered as conforming to the specified thickness requirements. Average job thickness shall be the average of all thickness measurements taken for the job, but shall be within 1/4 inch of the thickness indicated. The total thickness of the ABC course shall be measured at intervals in such a manner as to ensure one measurement for each 500 square yards of base course. Measurements shall be made in 3 inch diameter test holes penetrating the base course.

3.3.7 Finishing

The surface of the top layer of ABC shall be finished after final compaction by cutting any overbuild to grade and rolling with a steel-wheeled roller. Thin layers of material shall not be added to the top layer of base course to meet grade. If the elevation of the top layer of ABC is 1/2 inch or more below grade, then the top layer should be scarified to a depth of at least 3 inches and new material shall be blended in and compacted to bring to grade. Adjustments to rolling and finishing procedures shall be made as directed to minimize segregation and degradation, obtain grades, maintain moisture content, and insure an acceptable base course. Should the surface become rough, corrugated, uneven in texture, or traffic marked prior to completion, the unsatisfactory portion shall be scarified, reworked and recompacted or it shall be replaced as directed.

3.3.8 Smoothness

The surface of the top layer shall show no deviations in excess of 3/8 inch when tested with a 10 foot straightedge. Measurements shall be taken in successive positions parallel to the centerline of the area to be paved. Measurements shall also be taken perpendicular to the centerline at 50 foot intervals. Deviations exceeding this amount shall be corrected by removing material and replacing with new material, or by reworking existing material and compacting it to meet these specifications.

3.4 TRAFFIC

Completed portions of the ABC course may be opened to limited traffic, provided there is no marring or distorting of the surface by the traffic. Heavy equipment shall not be permitted except when necessary to construction, and then the area shall be protected against marring or damage to the completed work.

3.5 MAINTENANCE

The ABC shall be maintained in a satisfactory condition until the full pavement section is completed and accepted. Maintenance shall include immediate repairs to any defects and shall be repeated as often as necessary to keep the area intact. Any ABC that is not paved over prior to the onset of winter, shall be retested to verify that it still complies with the requirements of this specification. Any area of ABC that is damaged shall be reworked or replaced as necessary to comply with this specification.

3.6 DISPOSAL OF UNSATISFACTORY MATERIALS

Any unsuitable materials that must be removed shall be removed from site. No additional payments will be made for materials that must be replaced.

DIVISION 2 - SITE WORK

SECTION 02754

CONCRETE PAVEMENT

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SECTION 02754

CONCRETE PAVEMENTS

1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ACI INTERNATIONAL (ACI)

ACI 211.1	(1991) Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 301	(1996) Standard Specification for Structural Concrete
ACI 305R	(1991) Hot Weather Concreting

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 184/A 184M	(1996) Fabricated Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A 615/A 615M	(1996a) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM C 31/C 31M	(1996) Making and Curing Concrete Test Specimens in the Field
ASTM C 33	(1997) Concrete Aggregates
ASTM C 39	(1996) Compressive Strength of Cylindrical Concrete Specimens
ASTM C 94	(1997) Ready-Mixed Concrete
ASTM C 143	(1990a) Slump of Hydraulic Cement Concrete
ASTM C 150	(1997) Portland Cement
ASTM C 192/C 192M	(1995) Making and Curing Concrete Test Specimens in the Laboratory
ASTM C 231	(1997) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 260	(1995) Air-Entraining Admixtures for Concrete

ASTM C 494	(1992) Chemical Admixtures for Concrete
ASTM C 618	(1997) Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete
ASTM C 666	(1992) Resistance of Concrete to Rapid Freezing and Thawing
ASTM C 881	(1990) Epoxy-Resin-Base Bonding Systems for Concrete
ASTM C 989	(1997) Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars
ASTM C 1077	(1997) Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
ASTM D 1751	(1983; R 1991) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

ARMY CORPS OF ENGINEERS (COE)

COE CRD-C 130	(1989) Scratch Hardness of Coarse Aggregate Particles
COE CRD-C 300	(1990) Specifications for Membrane-Forming Compounds for Curing Concrete
COE CRD-C 540	(1971; R 1981) Standard Specification for Nonbituminous Inserts for Contraction Joints in Portland Cement Concrete Airfield Pavements, Sawable Type
COE CRD-C 572	(1974) Corps of Engineers Specifications for Polyvinylchloride Waterstop

NATIONAL READY-MIXED CONCRETE ASSOCIATION (NRMCA)

NRMCA CPMB 100	(1996) Concrete Plant Standards
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1.2 SYSTEM DESCRIPTION

This section is intended to stand alone for construction of concrete (rigid) pavement. However, where the construction covered herein interfaces with other sections, the construction at each interface shall conform to the requirements of both this section and the other section, including tolerances for both.

1.3 ACCEPTABILITY OF WORK

The pavement will be accepted on the basis of tests made by the Government and by the Contractor or its suppliers, as specified herein. The Government may, at its discretion, make check tests to validate the results of the

Contractor's testing. Concrete samples shall be taken by the Contractor at the placement to determine the slump, air content, and strength of the concrete. Test cylinders shall be made for determining conformance with the strength requirements of these specifications and, when required, for determining the time at which pavements may be placed into service. All air content measurements shall be determined in accordance with ASTM C 231. All slump tests shall be made in accordance with ASTM C 143. All test cylinders shall be 6 by 12 inch cylinders and shall be fabricated in accordance with ASTM C 192/C 192M, using only steel molds, cured in accordance with ASTM C 31/C 31M, and tested in accordance with ASTM C 39. A strength test shall be the average of the strengths of two cylinders made from the same sample of concrete and tested at 28 days. The Contractor shall furnish all materials, labor, and facilities required for molding, curing, testing, and protecting test specimens at the site and in the laboratory.

1.3.1 Evaluation Sampling

Sampling, testing, and mixture proportioning shall be performed by a commercial Testing Laboratory, conforming with ASTM C 1077. The individuals who sample and test concrete and concrete constituents shall be certified as American Concrete Institute (ACI) Concrete Field Testing Technicians, Grade I. The individuals who perform the inspection of concrete shall be certified as ACI Concrete Construction Inspector, Level II. All mix design, daily quality control reports, smoothness reports, and project certification reports shall be signed by a Registered Engineer.

1.3.2 Surface Testing

Surface testing for surface smoothness and plan grade shall be performed as indicated below by the Testing Laboratory. The measurements shall be properly referenced in accordance with paving lane identification and stationing, and a report given to the Government within 24 hours after measurement is made. A final report of surface testing, signed by a Registered Engineer, containing all surface measurements and a description of all actions taken to correct deficiencies, shall be provided to the Government upon conclusion of surface testing.

1.3.2.1 Surface Smoothness Requirements

The finished surfaces of the pavements shall have no abrupt change of 1/8 inch or more, and all pavements shall be within the tolerances specified in Table 1 when checked with the 10 foot straightedge.

TABLE 1
STRAIGHTEDGE SURFACE SMOOTHNESS--PAVEMENTS

Pavement Category -----	Direction of Testing -----	Tolerances inches -----
Roads and Streets	Longitudinal	3/16
	Transverse	1/4
Parking Areas, Walkways	Longitudinal	1/4
	Transverse	1/4

1.3.2.2 Surface Smoothness Testing Method

The surface of the pavement shall be tested with the straightedge to identify all surface irregularities exceeding the tolerances specified above. The entire area of the pavement shall be tested in both a longitudinal and a transverse direction on parallel lines approximately 15 feet apart. The straightedge shall be held in contact with the surface and moved ahead one-half the length of the straightedge for each successive measurement. The amount of surface irregularity shall be determined by placing the straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length and measuring the maximum gap between the straightedge and the pavement surface, in the area between these two high points.

1.3.3 Plan Grade Testing and Conformance

The finished surface of the pavements shall conform, within the tolerances shown in Table 1, to the lines, grades, and cross sections shown. The finished surface of new abutting pavements shall coincide at their juncture. The surfaces of other pavements shall vary not more than 0.06 foot above or below the plan grade line or elevation indicated. Each pavement category shall be checked by the Contractor for conformance with plan grade requirements by running lines of levels at intervals to determine the elevation at each joint intersection.

1.4 PRECONSTRUCTION TESTING OF MATERIALS

The Contractor shall not be entitled to any additional payment or extension of time because of delays caused by sampling and testing additional sources, or samples, necessitated by failure of any samples. Aggregates shall be sampled and tested by the Test Laboratory and shall be representative of the materials to be used for the project. Test results, signed by a Registered Engineer, shall be submitted 45 days before commencing paving. No aggregate shall be used unless test results show that it meets all requirements of these specifications, including compliance with ASTM C 33 and deleterious materials limitations.

1.5 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Equipment; FIO

Manufacturer's literature on the concrete plant; mixing equipment; hauling equipment; placing and finishing, and curing equipment; at least 7 days prior to start of paving.

Paving; FIO

Paving Schedules at least 7 days prior to start of paving.

Mixture Proportions; FIO,

The report of the Contractor's mixture proportioning studies showing the proportions of all ingredients and supporting information on aggregate and other materials that will be used in the manufacture of concrete, at least 14 days prior to commencing concrete placing operations.

1.6 EQUIPMENT

1.6.1 Batching and Mixing

The batching plant shall conform to NRMCA CPMB 100, the equipment requirements in ASTM C 94, and as specified. Water shall not be weighed or measured cumulatively with another ingredient. All concrete materials batching shall meet ASTM C 94 requirements. Mixers shall be stationary mixers. Truck mixers shall not be used for mixing paving concrete. Batching, mixers, mixing time, permitted reduction of mixing time, and concrete uniformity shall meet the requirements of ASTM C 94, and shall be documented in the initial daily QC Report.

1.6.2 Transporting Equipment

Transporting equipment shall be in conformance with ASTM C 94 and as specified herein. Concrete shall be transported to the paving site drum agitator transit trucks. Bottom-dump trucks shall not be used for delivery of concrete.

1.6.3 Delivery Equipment

When concrete transport equipment cannot operate on the paving lane, side-delivery transport equipment consisting of self-propelled moving conveyors shall be used to deliver concrete from the transport equipment and discharge it in front of the paver. Front-end loaders, dozers, or similar equipment shall not be used to distribute the concrete.

1.6.4 Paver-Finisher

The paver-finisher shall be a heavy-duty, self-propelled machine designed specifically for paving and finishing high quality pavement. The paver-finisher shall weigh at least 2200 lb./foot of lane width, and shall be powered by an engine having at least 6.0 horsepower per foot of lane width. The paver-finisher shall spread, consolidate, and shape the plastic concrete to the desired cross section in one pass. The paver-finisher shall be equipped with a full width "knock-down" auger, capable of operating in both directions, which will evenly spread the fresh concrete in front of the screed or extrusion plate. Immersion vibrators shall be gang mounted at the front of the paver on a frame equipped with suitable controls so that all vibrators can be operated at any desired depth within the slab or completely withdrawn from the concrete. The vibrators shall be automatically controlled so that they will be immediately stopped as forward motion of the paver ceases. The spacing of the immersion vibrators across the paving lane shall be as necessary to properly consolidate the concrete, but the clear distance between vibrators shall not exceed 30 inches, and the outside vibrators shall not exceed 12 inches from the edge of the lane. The paver-finisher shall be equipped with a transversely oscillating screed or an extrusion plate to shape, compact, and smooth the surface.

1.6.4.1 Paver-Finisher with Fixed Forms

The paver-finisher shall be equipped with wheels designed to ride the forms, keep it aligned with the forms, and to spread the preventing deformation of the forms.

1.6.4.2 Slipform Paver-Finisher

The slipform paver-finisher shall be automatically controlled and crawler mounted with padded tracks. Horizontal alignment shall be electronically referenced to a taut wire guideline. Vertical alignment shall be electronically referenced on both sides of the paver to a taut wire guideline, to an approved laser control system, or to a ski operating on a completed lane. Control from a slope-adjustment control or control operating from the underlying material shall not be used.

1.6.5 Curing Equipment

Equipment for curing is specified in paragraph CURING.

1.6.6 Texturing Equipment

Texturing equipment shall be as specified below.

1.6.6.1 Fabric Drag

A fabric drag shall consist of a piece of fabric material as wide as the lane width securely attached to a separate wheel mounted frame spanning the paving lane or to one of the other similar pieces of equipment. The material shall be wide enough to provide 12 to 18 inches dragging flat on the pavement surface. The fabric material shall be clean, reasonably new burlap, kept clean and saturated during use.

1.6.7 Sawing Equipment

Equipment for sawing joints and for other similar sawing of concrete shall be standard diamond-tip-bladed concrete saws mounted on a wheeled chassis.

1.6.8 Straightedge

The Contractor shall furnish and maintain at the job site one 12 foot straightedge for testing concrete surface smoothness. The straightedge shall be constructed of aluminum or magnesium alloy and shall have blades of box or box-girder cross section with flat bottom, adequately reinforced to insure rigidity and accuracy. Straightedges shall have handles for operation on the pavement.

2 PRODUCTS

2.1 CEMENTITIOUS MATERIALS

2.1.1 SEE SECTION 03300 FOR CONCRETE REQUIREMENTS

2.2 REINFORCING

2.2.1 General

Reinforcing bars shall conform to ASTM A 615/A 615M Grade 60. Bar mats shall conform to ASTM A 184/A 184M. Reinforcement shall be free from loose, flaky rust, loose scale, oil, grease, mud, or other coatings that might reduce the bond with concrete.

2.3 DOWELS AND TIE BARS

2.3.1 Dowels

Dowels shall be single piece, plain (non-deformed) steel bars conforming to ASTM A 615/A 615M Grade 60 or higher. Dowels shall be free of loose, flaky rust and loose scale and shall be clean and straight.

2.3.2 Tie Bars

Tie bars shall be deformed steel bars conforming to ASTM A 615/A 615M Grade 60. Grade 60 or higher shall not be used for bars that are bent and straightened during construction.

2.4 EPOXY RESIN

All epoxy-resin materials shall be two-component materials conforming to ASTM C 881, Class as appropriate for each application temperature to be encountered; except, that in addition, the materials shall meet the following requirements:

- a. Material for use for embedding dowels and anchor bolts shall be Type IV, Grade 3.
- b. Material for use as patching for complete filling of spalls, wide cracks, and other voids and for use in preparing epoxy resin mortar shall be Type III, Grade as approved.
- c. Material for injecting cracks shall be Type IV, Grade 1.
- d. Material for bonding freshly mixed portland cement concrete, mortar, or freshly mixed epoxy resin concrete to hardened concrete shall be Type V, Grade as approved.

2.5 SPECIFIED CONCRETE STRENGTH AND OTHER PROPERTIES

2.5.1 SEE SECTION 03300

3 EXECUTION

3.1 CONDITIONING OF UNDERLYING MATERIAL

Underlying material, subgrade, base course, upon which concrete is to be placed shall be clean, damp, and free from debris, waste concrete or cement, frost, ice, and standing or running water. After the underlying material has been prepared for concrete placement, no equipment shall be permitted thereon.

3.2 WEATHER LIMITATIONS

3.2.1 Hot Weather Paving

The temperature of concrete shall not exceed 90 degrees F. Steel forms, dowels and reinforcing shall be cooled prior to concrete placement when steel temperatures are greater than 120 degrees F.

3.2.2 Cold Weather Paving

The ambient temperature of the air at the placing site and the temperature of surfaces to receive concrete shall be not less 40 degrees F. The temperature of the concrete when placed shall be not less than 50 degrees F. Materials entering the mixer shall be free from ice, snow, or frozen lumps. Salt, chemicals or other materials shall not be incorporated in the concrete to prevent freezing. Calcium chloride shall not be used at any time. Covering and other means shall be provided for maintaining the concrete at a temperature of at least 50 degrees F for not less than 72 hours after placing, and at a temperature above freezing for the remainder of the curing period. Pavement damaged by freezing shall be completely removed and replaced at the Contractor's expense as specified in paragraph, REPAIR, REMOVAL, AND REPLACEMENT OF SLABS.

3.3 CONCRETE PRODUCTION

3.3.1 General Requirements

Concrete shall be deposited in front of the paver within 45 minutes from the time cement has been charged into the mixing drum, except that if the ambient temperature is above 90 degrees F, the time shall be reduced to 30 minutes. Every load of concrete delivered to the paving site shall be accompanied by a batch ticket from the operator of the batching plant. Tickets shall show at least the mass, or volume, of all ingredients in each batch delivered, [the water meter and revolution meter reading on truck mixers] and the time of day. Tickets shall be delivered to the placing foreman who shall keep them on file and deliver them to the Government daily.

3.3.2 Transporting and Transfer-Spreading Operations

Non-agitating equipment shall be used only on smooth roads and for haul time less than 15 minutes. Equipment shall be allowed to operate on the underlying material only if no damage is done to the underlying material and its degree of compaction. Any disturbance to the underlying material that does occur shall be corrected before the paver-finisher reaches the location of the disturbance and the equipment shall be replaced or procedures changed to prevent any future damage.

3.4 PAVING

Pavement shall be constructed with paving and finishing equipment utilizing slipform or fixed forms.

3.4.1 Consolidation

The paver vibrators shall be inserted into the concrete not closer to the underlying material than 2 inches. The vibrators or any tamping units in front of the paver shall be automatically controlled so that they shall be stopped immediately as forward motion ceases. Excessive vibration shall not be permitted. Concrete in small, odd-shaped slabs or in locations inaccessible to the paver mounted vibration equipment shall be vibrated with a hand-operated immersion vibrator. Vibrators shall not be used to transport or spread the concrete.

3.4.2 Operation

When the paver is operated between or adjacent to previously constructed pavement (fill-in lanes), provisions shall be made to prevent damage to the previously constructed pavement, including keeping the existing pavement surface free of any debris, and placing rubber mats beneath the paver tracks. Transversely oscillating screeds and extrusion plates shall overlap the existing pavement the minimum possible, but in no case more than 8 inches.

3.4.3 Required Results

The paver-finisher shall be operated to produce a thoroughly consolidated slab throughout, true to line and grade within specified tolerances. The paver-finishing operation shall produce a surface finish free of irregularities, tears, voids of any kind, and any other discontinuities. It shall produce only a very minimum of paste at the surface. Multiple passes of the paver-finisher shall not be permitted. The equipment and its operation shall produce a finished surface requiring no hand finishing, other than the use of cutting straightedges, except in very infrequent instances. No water, other than true fog sprays (mist), shall be applied to the concrete surface during paving and finishing.

3.4.4 Fixed Form Paving

Forms shall be steel, except that wood forms may be used for curves having a radius of 150 feet or less, and for fillets. Forms may be built up with metal or wood, added only to the base, to provide an increase in depth of not more than 25 percent. The base width of the form shall be not less than eight-tenths of the vertical height of the form, except that forms 8 inches or less in vertical height shall have a base width not less than the vertical height of the form. Wood forms for curves and fillets shall be adequate in strength and rigidly braced. Forms shall be set on firm material cut true to grade so that each form section when placed will be firmly in contact with the underlying layer for its entire base. Forms shall not be set on blocks or on built-up spots of underlying material. Forms shall remain in place at least 12 hours after the concrete has been placed. Forms shall be removed without injuring the concrete.

3.4.5 Slipform Paving

The slipform paver shall shape the concrete to the specified and indicated cross section in one pass, and shall finish the surface and edges so that only a very minimum amount of hand finishing is required. Dowels shall not be installed by dowel inserters attached to the paver or by any other means of inserting the dowels into the plastic concrete. If a keyway is required,

a 26 gauge thick metal keyway liner shall be installed as the keyway is extruded. The keyway liner shall be protected and shall remain in place and become part of the joint.

3.4.6 Placing Reinforcing Steel

Reinforcement shall be positioned on suitable chairs securely fastened to the subgrade prior to concrete placement.

3.4.7 Placing Dowels and Tie Bars

Dowels shall be installed with alignment not greater than 1/8 inch per ft. Except as otherwise specified below, location of dowels shall be within a horizontal tolerance of plus or minus 5/8 inch and a vertical tolerance of plus or minus 3/16 inch. The portion of each dowel intended to move within the concrete or expansion cap shall be painted with one coat of rust inhibiting primer paint, and then coated with heavy grease just prior to placement. Dowels and tie bars in joints shall be omitted when the center of the dowel or tie bar is located within a horizontal distance from an intersecting joint equal to or less than one-fourth of the slab thickness.

3.4.7.1 Contraction Joints

Dowels and tie bars in longitudinal and transverse contraction joints within the paving lane shall be held securely in place by means of rigid metal basket assemblies. The dowels and tie bars shall be welded to the assembly or held firmly by mechanical locking arrangements that will prevent them from becoming distorted during paving operations. The basket assemblies shall be held securely in the proper location by means of suitable anchors.

3.4.7.2 Construction Joints-Fixed Form Paving

Installation of dowels and tie bars shall be by the bonded-in-place method, supported by means of devices fastened to the forms. Installation by removing and replacing in preformed holes will not be permitted.

3.4.7.3 Dowels Installed in Hardened Concrete

Installation shall be by bonding the dowels into holes drilled into the hardened concrete. Holes approximately 1/8 inch greater in diameter than the dowels shall be drilled into the hardened concrete. Dowels shall be bonded in the drilled holes using epoxy resin injected at the back of the hole before installing the dowel and extruded to the collar during insertion of the dowel so as to completely fill the void around the dowel. Application by buttering the dowel shall not be permitted. The dowels shall be held in alignment at the collar of the hole, after insertion and before the grout hardens, by means of a suitable metal or plastic collar fitted around the dowel. The vertical alignment of the dowels shall be checked by placing the straightedge on the surface of the pavement over the top of the dowel and measuring the vertical distance between the straightedge and the beginning and ending point of the exposed part of the dowel. Where tie bars are required in longitudinal construction joints of slipform pavement, bent tie bars shall be installed at the paver, in front of the transverse screed or extrusion plate. If tie bars are required, a standard keyway shall be constructed, and the bent tie bars shall be inserted into the plastic concrete through a 26 gauge thick metal keyway liner. Tie bars shall not be installed in preformed holes. The keyway liner shall be protected and shall

remain in place and become part of the joint. Before placement of the adjoining paving lane, the tie bars shall be straightened, without spalling the concrete around the bar.

3.4.7.4 Expansion Joints

Dowels in expansion joints shall be installed by the bonded-in-place method.

3.5 FINISHING

Clary screeds, "bridge deck" finishers, or other rotating pipe or tube type equipment shall not be permitted. The sequence of machine operations shall be transverse finishing, longitudinal machine floating if used, straightedge finishing, texturing, and then edging of joints. Hand finishing shall be used only infrequently and only on isolated areas of odd slab shapes and in the event of a breakdown of the mechanical finishing equipment. Supplemental hand finishing for machine finished pavement shall be kept to an absolute minimum. Equipment to be used for supplemental hand finishing shall primarily be 10 to 12 feet cutting straightedges; only very sparing use of bull floats shall be allowed. At no time shall water be added to the surface of the slab in any way, except for fog (mist) sprays to prevent plastic shrinkage cracking.

3.5.1 Machine Finishing With Fixed Forms

The machine shall be designed to ride the forms. Machines that cause displacement of the forms shall be replaced. The machine shall make only one pass over each area of pavement. If the equipment and procedures do not produce a surface of uniform texture, true to grade, in one pass, the operation shall be immediately stopped and the equipment, mixture, and procedures adjusted as necessary.

3.5.2 Machine Finishing With Slipform Pavers

If there is sufficient concrete slurry or fluid paste on the surface that it runs over the edge of the pavement, the paving operation shall be immediately stopped and the equipment, mixture, or operation modified to prevent formation of such slurry. Any slurry which does run down the vertical edges shall be immediately removed. No slurry, concrete or concrete mortar shall be used to build up along the edges of the pavement to compensate for excessive edge slump, either while the concrete is plastic or after it hardens.

3.5.3 Surface Correction

While the concrete is still plastic, irregularities and marks in the pavement surface shall be eliminated by means of cutting straightedges, 10 to 12 feet in length. Depressions shall be filled with freshly mixed concrete, struck off, consolidated, and refinished. Projections above the required elevation shall also be struck off and refinished. Long-handled, flat "bull floats" shall be used sparingly and only as necessary to correct minor, scattered surface defects. Finishing with hand floats and trowels shall be held to the absolute minimum necessary. Joints and edges shall not be overfinished.

3.5.4 Hand Finishing

Hand finishing operations shall be used only for those unusual slabs as specified previously. Grate tampers (jitterbugs) shall not be used. As soon as placed and vibrated, the concrete shall be struck off and screeded. The surface shall be tamped with a strike-off and tamping screed, or vibratory screed. Immediately following the final tamping of the surface, the pavement shall be floated longitudinally. Long-handled, flat bull floats shall be used sparingly and only as necessary to correct surface defects. Finishing with hand floats and trowels shall be held to the absolute minimum necessary. Joints and edges shall not be overfinished. No water shall be added to the pavement during finishing operations.

3.5.5 Texturing

Before the surface sheen has disappeared and before the concrete hardens, the surface of the pavement shall be given a texture as described herein. Following initial texturing on the first day of placement, the Placing Foreman, Contracting Officer representative, and a representative of the Using Agency shall inspect the texturing for compliance with design requirements. After curing is complete, all textured surfaces shall be thoroughly power broomed to remove all debris. Any type of transverse texturing shall produce grooves in straight lines across each lane within a tolerance of plus or minus 1/2 inch of a true line. The concrete in areas of recesses for tie-down anchors, lighting fixtures, and other outlets in the pavement shall be finished to provide a surface of the same texture as the surrounding area.

3.5.5.1 Fabric-Drag Surface Finish

Surface texture shall be applied by dragging the surface of the pavement, in the direction of the concrete placement, with a moist fabric drag. The dragging shall produce a uniform finished surface having a fine sandy texture without disfiguring marks.

3.5.5.2 Surface Grooving

The areas indicated on the drawings shall be grooved with a spring tine drag producing individual grooves 1/4 inch deep and 1/4 inch wide at a spacing between groove centerlines of 2 inches. These grooves shall be cut perpendicular to the centerline. Before grooving begins, the concrete shall be allowed to stiffen sufficiently to prevent dislodging of aggregate. Grooves shall not be cut within 6 inches of a transverse joint or crack.

3.5.6 Edging

The edges of slipformed lanes shall not be edged. After texturing has been completed, the edge of the slabs along the forms shall be carefully finished with an edging tool to form a smooth rounded surface of 1/8 inch radius. No water shall be added to the surface during edging.

3.6 CURING

Concrete shall be continuously protected against loss of moisture and rapid temperature changes for at least 7 days from the completion of finishing operations. Unhardened concrete shall be protected from rain and flowing

water. During hot weather with low humidity and/or wind, the Contractor shall institute measures to prevent plastic shrinkage cracks from developing. ACI 305R contains means of predicting plastic shrinkage cracking and preventative measures. Plastic shrinkage cracks that occur shall be filled by injection of epoxy resin after the concrete hardens. Plastic shrinkage cracks shall never be troweled over or filled with slurry. Curing shall be accomplished by one of the following methods.

3.6.1 Membrane Curing

A uniform coating of white-pigmented membrane-forming curing compound shall be applied to the entire exposed surface of the concrete including pavement edges as soon as the free water has disappeared from the surface after finishing. If evaporation is high and no moisture is present on the surface even though bleeding has not stopped, fog sprays shall be used to keep the surface moist until setting of the cement occurs. Curing compound shall then be immediately applied. Curing compound shall be applied to the finished surfaces by means of a self-propelled automatic spraying machine, equipped with multiple spraying nozzles with wind shields, spanning the newly paved lane. The curing compound shall be applied at a maximum application rate of 200 square feet per gallon. The application of curing compound by hand-operated, mechanical powered pressure sprayers will be permitted only on odd widths or shapes of slabs where indicated and on concrete surfaces exposed by the removal of forms. The compound shall form a uniform, continuous, cohesive film that will not check, crack, or peel and that will be free from pinholes and other discontinuities. Areas where the curing compound develops the above defects or is damaged by heavy rainfall, sawing or other construction operations within the curing period, shall be immediately resprayed.

3.6.2 Moist Curing

Concrete to be moist-cured shall be maintained continuously wet for the entire curing period, commencing immediately after finishing. Surfaces shall be cured by ponding, by continuous sprinkling, by continuously saturated burlap or cotton mats, or by continuously saturated plastic coated burlap. Impervious sheet curing shall not be used.

3.7 JOINTS

No deviation from the jointing pattern shown on the drawings shall be made without written approval of the Contracting Officer. All joints shall be straight, perpendicular to the finished grade of the pavement, and continuous from edge to edge or end to end of the pavement with no abrupt offset and no gradual deviation greater than 1/2 inch.

3.7.1 Longitudinal Construction Joints

Dowels shall be installed in the longitudinal construction joints, or the edges shall be thickened as indicated. The dimensions of the keyway shall not vary more than plus or minus 1/8 inch from the dimensions indicated and shall not deviate more than plus or minus 1/4 inch from the mid-depth of the pavement. If any length of completed keyway of 5 feet or more fails to meet the above tolerances, dowels shall be installed.

3.7.2 Transverse Construction Joints

Transverse construction joints shall be installed at a planned contraction joint, at the end of each day's placing operations and when concrete placement is interrupted. Transverse construction joints shall be constructed either by utilizing headers and hand placement and finishing techniques, or by placing concrete beyond the transverse construction joint location and then saw cutting full depth and removing concrete back to the transverse construction joint location. For the latter case, dowels shall be installed using methods for dowels installed in hardened concrete described above. All transverse construction joints shall be dowelled.

3.7.3 Expansion Joints

Expansion joints shall be formed where indicated, and about any structures and features that project through or into the pavement, using preformed joint filler of the type, thickness, and width indicated, and shall extend the full slab depth. Edges of the concrete at the joint face shall be edged. The joint filler strips shall be installed to form a recess at the pavement surface to be filled with joint sealant. Expansion joints shall be constructed with dowels for load transfer.

3.7.4 Contraction Joints

Transverse and longitudinal contraction joints shall be of the weakened-plane or dummy type. Longitudinal contraction joints shall be constructed by sawing a groove in the hardened concrete with a power-driven saw. Transverse contraction joints shall be constructed in conformance with requirements for sawed joints.

3.7.4.1 Sawed Joints

Sawed contraction joints shall be constructed by sawing a groove in the concrete with a 1/8 inch blade to the indicated depth. The time of initial sawing shall vary depending on existing and anticipated weather conditions and shall be such as to prevent uncontrolled cracking of the pavement. Sawing of the joints shall commence as soon as the concrete has hardened sufficiently to permit cutting the concrete without chipping, spalling, or tearing. The joints shall be sawed at the required spacing consecutively in the sequence of the concrete placement. Sawing at a given joint location shall be discontinued when a crack develops ahead of the saw cut. Immediately after the joint is sawed, the saw cut and adjacent concrete surface shall be thoroughly flushed with water until all waste from sawing is removed from the joint. The surface shall be resprayed with curing compound as soon as free water disappears. The top of the joint opening and the joint groove at exposed edges shall be tightly sealed with cord or backer rod before the concrete in the region of the joint is resprayed with curing compound.

3.7.5 Thickened Edge Joints

Underlying material in the transition area shall meet the requirements for smoothness and compaction specified for all other areas of the underlying material.

3.8 REPAIR, REMOVAL, AND REPLACEMENT OF SLABS

New pavement slabs that contain full-depth cracks shall be removed and replaced, as specified herein at no cost to the Government. Removal and replacement shall be full depth, shall be full width of the paving lane, and the limit of removal shall be from each original transverse joint. The Contracting Officer will determine whether cracks extend full depth of the pavement and may require minimum 6 inch diameter cores to be drilled on the crack to determine depth of cracking. Cores shall be drilled and the hole later filled by the Contractor with a well consolidated concrete mixture bonded to the walls of the hole with epoxy resin. Drilling of cores and refilling holes shall be at no expense to the Government. Cracks that do not extend full depth of slab shall be cleaned and then pressure injected with epoxy resin, Type IV, Grade 1. The Contractor shall ensure that the crack is not widened during epoxy resin injection. Where a full depth crack intersects the original transverse joint, the slab(s) containing the crack shall be removed and replaced, with dowels installed, as required below. Spalls along joints shall be repaired as specified.

3.8.1 Removal and Replacement of Full Slabs

Unless there are keys or dowels present, all edges of the slab shall be sawcut full depth. If keys, dowels, or tie bars are present along any edges, these edges shall be sawed full depth 6 inches from the edge if only keys are present, or just beyond the end of dowels or tie bars if they are present. These joints shall then be carefully sawed on the joint line to within 1 inch of the depth of the dowel or key. The slab to be replaced shall be further divided by sawing full depth, at appropriate locations, and each piece lifted out and removed. The narrow strips along keyed or doweled edges shall be carefully broken up and removed. Care shall be taken to prevent damage to the dowels, tie bars, or keys or to concrete to remain in place. Protruding portions of dowels shall be painted and lightly oiled. The joint face below keys or dowels shall be suitably trimmed so that there is no abrupt offset. If underbreak occurs at any point along any edge, the area shall be hand-filled with concrete, producing an even joint face from top to bottom, before replacing the removed slab. If underbreak over 4 inches deep occurs, the entire slab containing the underbreak shall be removed and replaced. Where there are no dowels, tie bars, or keys on an edge, or where they have been damaged, dowels of the size and spacing as specified for other joints in similar pavement shall be installed by epoxy grouting them into holes drilled into the existing concrete. Original damaged dowels or tie bars shall be cut off flush with the joint face. All four edges of the new slab shall thus contain dowels or original keys or original tie bars. Prior to placement of new concrete, the underlying material shall be graded and recompact, and the surfaces of all four joint faces shall be cleaned of all loose material and contaminants, and coated with a double application of membrane forming curing compound as bond breaker. Placement of concrete shall be as specified for original construction. The resulting joints around the new slab shall be prepared and sealed as specified.

3.8.2 Repairing Spalls Along Joints

Spalls along joints and cracks shall be repaired by first making a vertical saw cut at least 1 inch outside the spalled area and to a depth of at least 2 inches. Saw cuts shall be straight lines forming rectangular areas. The concrete between the saw cut and the joint, or crack, shall be chipped out

to remove all unsound concrete. The cavity shall be thoroughly cleaned with high pressure water jets supplemented with compressed air to remove all loose material. Immediately before filling the cavity, a prime coat shall be applied to the dry cleaned surface of all sides and bottom of the cavity, except any joint face. The prime coat shall be applied in a thin coating and scrubbed into the surface with a stiff-bristle brush. Prime coat for portland cement repairs shall be a neat cement grout and for epoxy resin repairs shall be epoxy resin, Type III, Grade 1. The cavity shall be filled with low slump portland cement concrete or mortar, or with epoxy resin concrete or mortar. Portland cement concrete shall be used for larger spalls, those more than 1/3 cu. ft. in size after removal operations; portland cement mortar shall be used for spalls between 0.03 and 1/3 cu. ft.; and epoxy resin mortar or Type III, Grade 3 epoxy resin for those spalls less than 0.03 cu. ft. in size after removal operations. Portland cement concretes and mortars shall be very low slump mixtures, proportioned, mixed, placed, tamped, and cured. If the materials and procedures are approved in writing, latex modified concrete mixtures may be used for repairing spalls less than 1/3 cu.ft. in size. Epoxy resin mortars shall be made with Type III, Grade 1, epoxy resin, using proportions, mixing, placing, tamping and curing procedures as recommended by the manufacturer. Any repair material on the surrounding surfaces of the existing concrete shall be removed before it hardens. Where the spalled area abuts a joint, an insert or other bond-breaking medium shall be used to prevent bond at the joint face. A reservoir for the joint sealant shall be sawed to the dimensions required for other joints. In lieu of sawing, spalls not adjacent to joints, and popouts, both less than 6 inches in maximum dimension, may be prepared by drilling a core 2 inches in diameter greater than the size of the defect, centered over the defect, and 2 inches deep or 1/2 inch into sound concrete, whichever is greater. The core hole shall be repaired as specified above for other spalls.

3.8.3 Areas Defective in Plan Grade or Smoothness

In areas not meeting the specified limits for surface smoothness and plan grade, high areas shall be reduced to attain the required smoothness and grade, except as depth is limited below. High areas shall be reduced by grinding the hardened concrete with a surface grinding machine after the concrete is 14 days or more old. The depth of grinding shall not exceed 1/4 inch. All pavement areas requiring plan grade or surface smoothness corrections in excess of the specified limits, shall be removed and replaced. In pavement areas given a wire comb or tined texture, areas exceeding 25 square feet that have been corrected by rubbing or grinding shall be retextured by grooving machine sawn grooves meeting the requirements for the wire comb or tined texture. All areas in which grinding has been performed will be subject to the thickness tolerances specified in paragraph Thickness. Any grinding performed on individual slabs with excessive deficiencies shall be performed at the Contractor's own decision without entitlement to additional compensation if eventual removal of the slab is required.

3.9 EXISTING CONCRETE PAVEMENT REMOVAL AND REPAIR

Existing concrete pavement shall be removed as indicated and as specified in Section 02220 DEMOLITION.

3.10 PAVEMENT PROTECTION

The Contractor shall protect the pavement against all damage prior to final acceptance of the work. Traffic shall be excluded from the new pavement until test specimens have attained a compressive strength of 3500 pounds per square inch or 14 days from the date of placement if compressive tests are not preformed. All new and existing pavement carrying construction traffic or equipment shall be continuously kept completely clean.

3.11 TESTING AND INSPECTION FOR CONTRACTOR QUALITY CONTROL (CQC)

Paragraph ACCEPTABILITY OF WORK contains additional CQC requirements. The Contractor shall perform the inspection and tests described below and, based upon the results of these inspections and tests, shall take the action required and submit reports as specified. When, in the opinion of the Contracting Officer, the paving operation is out of control, concrete placement shall cease.

3.11.1 Batch Plant Control

A daily report shall be prepared indicating checks made for scale accuracy with test weights, checks of batching accuracy, and corrective action taken prior to and during placement for weighing or batching, type and source of cement used, type and source of pozzolan or slag used, amount and source of admixtures used, aggregate source, the required aggregate and water masses per cubic yd, amount of water as free moisture in each size of aggregate, and the batch aggregate and water masses per cubic yd. for each class of concrete batched during each day's plant operation.

3.11.2 Concrete Mixture

- a. Air Content Testing. Air content tests shall be made when test specimens are fabricated. In addition, at least two other tests for air content shall be made on randomly selected batches of each separate concrete mixture produced during each 8-hour period of paving. Whenever air content reaches specified limits, an immediate confirmatory test shall be made. If the second test also shows air content at or exceeding specified limits, an adjustment shall immediately be made in the amount of air-entraining admixture batched to bring air content within specified limits. If the next adjusted batch of concrete is not within specified limits, concrete placement shall be halted until concrete air content is within specified limits.
- b. Slump Testing. Slump tests shall be made when test specimens are fabricated. Additional tests shall be made when excessive variation in workability is reported by the placing foreman or Government inspector. Whenever slump approaches the maximum limit, an adjustment shall immediately be made in the batch masses of water and fine aggregate, without exceeding the maximum $w/(c+p)$. When a slump result exceeds the specification limit, no further concrete shall be delivered to the paving site until adjustments have been made and slump is again within the limit.
- c. Temperature. The temperature of the concrete shall be measured when strength specimens are fabricated.

- d. Concrete Strength Testing. Four (4) cylinders from the same batch shall be fabricated, cured and tested for compressive strength, testing two cylinders at 7-day and two cylinders at 28-day age. A minimum of one set of four (4) cylinders shall be fabricated, cured and tested for each shift of concrete placement. Control charts for strength, showing the 7-day and 28-day CQC compressive strengths, and the 28-day required compressive strength, shall be maintained and submitted with daily CQC Reports.

3.11.3 Inspection Before Placing

Underlying materials, joint locations and types, construction joint faces, forms, reinforcing, dowels, and embedded items shall be inspected by a Government Quality Assurance Representative in sufficient time prior to each paving operation in order to certify to the Contracting Officer that they are ready to receive concrete. The results of each inspection shall be reported in writing, and the certification signed by the Registered Engineer, prior to each days' paving.

3.11.4 Curing Inspection

- a. Moist Curing Inspections. Each day on both work and non-work days, an inspection shall be made of all areas subject to moist curing. The surface moisture condition shall be noted and recorded. When any inspection finds an area of inadequate curing, immediate corrective action shall be taken, and the required curing period for the area shall be extended by 1 day.
- b. Membrane Curing Inspection. At the end of each day's placement, the CQC Representative shall determine the quantity of compound used by measurement of the container; shall determine the area of concrete surface covered; shall then compute the rate of coverage in square feet per gallon and shall also note whether or not coverage is uniform. When the coverage rate of the curing compound is less than that specified or when the coverage is not uniform, the entire surface shall be sprayed again.

3.11.5 Cold-Weather Protection

At least once per day, an inspection shall be made of all areas subject to cold-weather protection. Any deficiencies shall be noted, corrected, and reported.

3.11.6 Reports

All results of tests or inspections conducted shall be reported informally as they are completed and in writing daily. A daily report, signed by a Quality Assurance Representative, shall be prepared for the updating of control charts and test data, and all CQC inspections and actions covering the entire period from the start of the construction through the current week. Reports of failures and the action taken shall be confirmed in writing in the routine reports. The Contracting Officer has the right to examine all CQC records. At the completion of concrete placement, a certification report shall be prepared containing mix designs, all updated control charts and concrete test data, quality control reports, smoothness reports, and other pertinent data on the concrete, with a certification by a registered engineer that the concrete placed meets all specification

requirements. A copy of the certification report shall be mailed to the Contracting Officer.

DIVISION 2 - SITEWORK

SECTION 02763

PAVEMENT MARKING

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SECTION 02763

PAVEMENT MARKING

PART 1 GENERAL

1.1 DESCRIPTION

This item shall consist of furnishing and placing pavement markings of the color and type specified, according to these specifications and in conformity with the dimensions and at the locations shown on the plans or as directed.

1.2 REFERENCES

The publication listed below form a part of this specification to the extent referenced. The publication is referred to in the text by basic designation only.

MISSOURI DEPARTMENT OF TRANSPORTATION DEPARTMENT (MoDOT)

MoDOT Standard Specifications Missouri Standard Specifications for
Highway Construction, Edition of 1999
(Sections 620.3 and 620.4 Measurement and
Payment not included)

1.3 GENERAL REQUIREMENTS

Work under this section shall be in accordance with Section 620 - TRAFFIC MARKING of the MoDOT Standard Specifications, except as modified or augmented herein.

1.4 SUBMITTALS

Submittals having an "FIO" designation are for information only. The Following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES.

SD-01 Data

Reflectorized Paint; FIO

SD-09 Reports

Raised Pavement Marker, FIO

Marker shall be certified for compliance with all specification requirements.

SD-13 Certificates

Reflectorized Paint; FIO

The manufacturer shall furnish a certification for each lot that materials supplied conform to all requirements specified and stating that the material tested for QPL listing.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

DIVISION 2 - SITE WORK

SECTION 02782

BRICK PAVERS

(WALKWAY, CROSSWALKS, HANDICAPPED RAMP)

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SECTION 02782

BRICK PAVERS

(WALKWAY, CROSSWALKS, HANDICAPPED RAMP)

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ACI INTERNATIONAL (ACI)

ACI 301	(1999) Standard Specifications for Structural Concrete
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AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 67	(1999a) Sampling and Testing Brick and Structural Clay Tile
ASTM C 117	(1995) Materials Finer Than 75 micrometer (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 131	(1996) Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM C 270	(2001) Standard Specification for Mortar for Unit Masonry
ASTM C 902	(2001) Pedestrian/Light Traffic Paving Brick
ASTM C 1272	(2001) Heavy Vehicular Paving Brick
ASTM D 75	(1987; R 1997) Sampling Aggregates
ASTM D 4318	(1998) Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM E 11	(1995) Wire-Cloth Sieves for Testing Purposes

TILE CORPORATION OF AMERICA (TCA)

TCA Handbook - Detail F102-98	(1998) Pavers Installed on Concrete Slab
TCA Handbook -	(1998) Expansion Joints and Control Joints

Detail EJ171-98

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-09 Test Reports

Tests, Inspections and Verifications

A written report within 7 calendar days after completion of the work, covering the testing required for each lot.

SD-14 Samples

Brick Pavers; G
Color Samples; G

A sample of five brick pavers prior to the start of the work. Also, a representative sample of not less than 15 blocks as directed by the Contracting Officer, from each lot of 20,000 concrete brick pavers or fraction thereof.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 Mortar

Mortar for exterior paver application: Fast-setting, fast-curing, two-component, latex hydraulic mortar with additive. Standard of acceptance for normal setting applications:

Laticrete 272 with Laticrete 333 additive.

2.1.2 Joint Filler

Grout for exterior paver application, standard of acceptance: Quikcrete Masons Mix, ASTM C 270 or approved equal.

2.1.3 Brick Paver

2.1.3.1 Brick Pavers Within Walkway and Handicapped Ramp Areas

The walkway and handicapped ramp brick pavers shall be rated for PEDESTRIAN AND LIGHT TRAFFIC LOADS. These brick pavers shall conform to ASTM C 902, and shall be 2-1/4 inches thick, 4 inches wide, and 8 inches long. The brick pavers shall feature chamfers on both bed surfaces (both sides, top & bottom) for reversibility; spacer bars on all four ends to control joint size and chippage; full range, through the body color shall possess minimum 12,500 p.s.i. compressive strength and a water absorption rate less than 5.5%.

2.1.3.2 Brick Pavers Within Crosswalks

The crosswalk brick pavers shall be rated for HEAVY TRAFFIC LOADS. These brick pavers shall conform to ASTM C 1272, and shall be 2-3/4 inches thick, 4 inches wide, and 8 inches long. The brick pavers shall feature chamfers on both bed surfaces (both sides, top & bottom) for reversibility; spacer bars on all four ends to control joint size and chippage; full range, through the body color shall exceed 13,000 p.s.i. compressive strength and possess a water absorption rate less than 5.0%.

2.1.4 Edge Restraint and Base

2.1.4.1 Reinforced Cast-In-Place Concrete

The edge restraint and base shall be reinforced Portland cement concrete placed with the dimensions and reinforcement shown on the plans. Concrete shall conform to the requirements of ACI 301, except that it shall have a compressive strength of not less than 4000 p.s.i. at 28 days. Concrete shall conform to section 03300 CAST-IN-PLACE CONCRETE

2.2 TESTS, INSPECTIONS AND VERIFICATIONS

2.2.1 Brick Paver

The Contractor shall conduct the tests prescribed by ASTM C 936 and the following tests on the remaining 13 pavers of each sample from each lot.

2.2.1.1 Freezing and Thawing

Resistance to freezing and thawing shall be determined in accordance with Section 8 of ASTM C 67 for five brick pavers. The brick pavers shall have no breakage and no more than 1.0 percent loss of any individual unit in dry weight when subjected to 150+ cycles of freezing and thawing.

2.2.1.2 Dimensional Tolerance

The length and width of each brick paver in the sample shall not vary from any other brick paver in this or any other lot sample by more than 1/8 inch (application PX, ASTM C 902). Thickness of any brick paver in the sample shall not vary by more than 1/8 inch from the specified brick paver thickness (application PX, ASTM C 902).

2.2.1.3 Retest

The Contractor shall notify the Contracting Officer if any brick pavers fail to meet the specified requirements. In case the shipment fails to conform to the specified requirements, the Contractor may sort it, and new specimens shall be selected by the Contractor from the retained lot for retesting, as directed by the Contracting Officer. All brick paver retests shall be performed at the expense of the Contractor. In case the second set of specimens fail to conform to the test requirements, the entire lot shall be rejected.

2.3 QUALITY ASSURANCE

2.3.1 Installer Qualifications

An experienced installer who is specialized at this type of paver installation and has been actively installing this type of work for no less than five (5) years.

2.3.1.1 Submit With Quote Form

A list of not less than five (5) installations that have been in service for a period of at least five (5) years in facilities similar to this one (in size, scope, and type) shall be provided; with contact name and phone number.

2.4 ACCEPTABLE MANUFACTURER (Or Equal)

Pine Hall Brick Co., Inc.
P.O. Box 11044
Winston-Salem, NC 27116-1044
TEL: 336-721-7500; 800-334-8689
FAX: 336-725-3940
E-mail: info@pinehallbrick.com

Paver Measurements and Load Parameters:

See paragraphs 2.1.3.1, 2.1.3.2 and 2.2.1.2 of this specification.

Paver Types (Or Equal):

Pedestrian/Light Traffic Loads (Walkway & Handicapped Ramp Applications):
"Pine Hall Brick Co. - English Edge", rated for ASTM C 902

Heavy Traffic Loads (Crosswalk Applications):
"Pine Hall Brick Co. - English Edge", rated for ASTM C 1272

PART 3 EXECUTION

3.1 PREPARATION

3.1.1 Reinforced Concrete Edge Restraint and Base

The reinforced concrete edge restraint and base shall be placed as shown on the drawings and shall be installed prior to placement of the brick pavers.

3.1.1.1 Concrete Base Thickness for Pedestrian Walk and Handicapped Ramp Applications

All pedestrian walk and handicapped ramp applications shall receive a 4 inch thick reinforced concrete base, with #6, 6" x 6" WWM reinforcement.

3.1.1.2 Concrete Base Thickness for Crosswalk Applications

All crosswalk applications shall receive a 6 inch thick reinforced concrete base, with #6, 6" x 6" WWM reinforcement.

3.1.2 Expansion and Control Joints

Determine expansion and control joint locations and obtain the approval of the Contracting Officer for site layout of the joints, prior to commencing with the installation.

3.1.2.1 Expansion and Control Joint Layout

Provide expansion and control joints in accordance with TCA (Tile Council of America) Detail No. EJ171-98, as follows:

- a. Provide expansion joints at maximum 12'-0" o.c. in each direction.
- b. Provide control joints at points where dissimilar materials come in contact with the brick paver.
- c. Carry expansion joints completely through the assembly.
- d. Keep expansion joints clear of setting material and grout.
- e. Use specified sealant in joints, section 03300 CAST IN PLACE CONCRETE.

3.2 BRICK PAVER PLACEMENT

The brick pavers shall be placed by hand. Placement of the brick pavers shall start from a corner or straight edge and proceed forward over the undisturbed mortar bed. The joints, excluding any chamfer between brick pavers, shall be 1/16 inch in width. After seating, the brick paver surface shall be flush or up to 1/4 inch above the edge restraint.

3.2.1 Brick Paver Installation on Concrete Slab

- a. Install pavers on concrete substrate in accordance with TCA (Tile Corporation of America) Detail No. F102-98.
- b. Mix and use setting and grout material in accordance with the manufacturer's instructions.
- c. Cut brick pavers without damage to exposed faces and edges.
- d. Lay out pavers parallel to the main axes of the walkway/ramp/crosswalk.
- e. Refer to manufacturer's instructions, data sheets and specifications for acceptable curing times and allow no less than recommended times for setting mortar to cure, before filling joints.

3.2.2 Unfilled Gaps

Any gaps between paving blocks and any edge restraint, drainage structures, or other members that cannot be filled with a whole block shall be filled with a paving block cut to fit the gap, except that slivers will not be allowed and the minimum cut paver size allowed shall not be less than one-fourth (1/4) the size of a full brick paver. Cutting shall be done with a hydraulic splitter, a masonry saw, or other device that accurately leaves a clean, vertical face without spalling. Any remaining gap between the block and adjoining edge restraint or structure greater than 1/4 inch will not be accepted; adjacent brick pavers shall be cut or rearranged to prevent this.

3.2.3 Joint Filling Between Brick Pavers

Quikcrete Masons Mix ASTM C 270 shall be swept into the joints with a minimum of two thorough applications to all joints. This process shall be continued until all joints have been thoroughly filled and further applications cannot be forced into the joints. The remaining joint filler particles and any excess shall be swept off the pavement. Follow manufacturer's instructions for mixing.

3.2.4 Timing of Operations

Seating of brick pavers and placement of joint filler can be done concurrently with brick paver placement. However, seating of brick pavers and placement of

joint filler shall not be done within 5 feet of any unfinished edge of the brick pavers that is not supported by the reinforced concrete edge restraint.

3.2.5 Construction Traffic

Construction traffic shall not be allowed on the brick paver surface until the joint filler has been allowed to set a minimum of 24 hours following installation and all debris has been cleaned off from the pavement.

3.3 CLEANUP

The Contractor shall clean the entire pavement surface and remove all excess mortar, joint filler, brick pavers, and debris from the project area.

3.4 SMOOTHNESS AND GRADE TOLERANCES

3.4.1 Smoothness

No portion of the finished pavement surface shall deviate by more than 3/8 inch from a 10 foot long metal straightedge placed on the pavement surface.

3.4.2 Brick Paver Height

The finished brick pavement surface shall be either flush or up to 1/4 inch higher than all edge restraints or drainage structures.

3.4.3 Grade

The finished brick pavement shall be within 1/2 inch (0.04 feet) of planned grade shown on the plans.

3.4.4 Remedial Action

Any area not meeting the smoothness, brick paver height, or grade tolerance shall be taken up, adjustments made, and the brick pavers relayed.

DIVISION 2 - SITEWORK

SECTION 02832

SEGMENTAL CONCRETE BLOCK RETAINING WALL

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SECTION 02832

SEGMENTAL CONCRETE BLOCK RETAINING WALL

PART 1 GENERAL

This work element includes engineering in addition to the construction requirements of a segmented concrete wall detailed on drawing 097a0169 (L-24) section E. The NCMA design method for segmental retaining walls considers potential failure modes categorized by external, internal, local, compound, and global stability. The Contractor is responsible for engineering services that include analysis of the wall for all modes of stability, and providing shop drawings indicating all features of the complete design.

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

- | | |
|--------------|---|
| AASHTO M 252 | (1996) Corrugated Polyethylene Drainage
Tubing |
| AASHTO M 288 | (1996) Geotextiles Used for Subsurface
Drainage Purposes |

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- | | |
|-------------|---|
| ASTM C 136 | (1996a) Sieve Analysis of Fine and Coarse
Aggregates |
| ASTM C 140 | (1997) Sampling and Testing Concrete Masonry
Units |
| ASTM C 920 | (1998) Elastomeric Joint Sealants |
| ASTM C 1262 | (1997) Evaluating the Freeze-Thaw Durability
of Manufactured Concrete Masonry Units and
Related Concrete Units |
| ASTM C 1372 | (1997) Segmental Retaining Wall Units |
| ASTM D 448 | (1986; R 1993) Sizes of Aggregate for Road
and Bridge Construction |
| ASTM D 698 | (1998) Laboratory Compaction Characteristics
of Soil Using Standard Effort (12,400 ft-
lbf/cu. ft. (600 kN-m/cu. m.)) |

ASTM D 1241	(1968; R 1994) Materials for Soil-Aggregate Subbase, Base, and Surface Courses
ASTM D 1556	(1990; R 1996) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 2487	(1993) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2488	(1993) Description and Identification of Soils (Visual-Manual Procedure)
ASTM D 2922	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 4355	(1992) Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)
ASTM D 4491	(1996) Water Permeability of Geotextiles by Permittivity
ASTM D 4595	(1986; R 1994) Tensile Properties of Geotextiles by the Wide-Width Strip Method
ASTM D 4632	(1991; R 1996) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(1995) Determining Apparent Opening Size of a Geotextile
ASTM D 4873	(1997) Identification, Storage, and Handling of Geosynthetic Rolls
ASTM D 5321	(1992) Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction by the Direct Shear Method

FEDERAL HIGHWAY ADMINISTRATION (FHWA)

FHWA SA-96-071	(1997) Mechanically Stabilized Earth Walls and Reinforced Soil Slopes: Design and Construction Guidelines
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GEOSYNTHETIC INSTITUTE (GSI)

GSI GRI GG1	(1988) Geogrid Rib Tensile Strength
GSI GRI GG5	(1991) Geogrid Pullout
GSI GRI GG6	(1992) Grip Types for Use in the Wide Width Testing of Geotextiles and Geogrids

GSI GRI GT6

(1992) Geotextile Pullout

NATIONAL CONCRETE MASONRY ASSOCIATION (NCMA)

NCMA SRWU-1 (1997) Determination of Connection Strength
between Geosynthetics and Segmental Concrete
Units

NCMA SRWU-2 (1997) Determination of Shear Strength
between Segmental Concrete Units

NCMA SRW Manual (1997) Design Manual for Segmental Retaining
Walls, 2nd Edition

NCMA Seismic Manual (1998) Segmental Retaining Walls - Seismic
Design Manual, 1st Edition

1.2 DEFINITIONS

a. Blocks. Segmental concrete retaining wall units will be referred to as blocks.

b. Drainage Aggregate. Granular soil or aggregate which is placed within, between, and/or immediately behind segmental concrete units.

c. Fill. Soil or aggregate placed in, behind, or below the wall will be referred to as fill.

d. Reinforced Fill. Soil which is placed and compacted within the neat line volume of reinforcement as outlined on the plans.

e. Retained Fill. Soil which is placed and compacted behind the reinforced fill.

f. Reinforcement. Reinforcement shall consist of a geogrid or a geotextile product manufactured for use as reinforcing. Reinforcement shall not include steel products.

g. Long Term Design Strength. The long term design strength (LTDS) is:

$$LTDS = T_{ult} / (RF_D * RF_{ID} * RF_{CR})$$

where:

T_{ult} is the ultimate strength

RF_D is the reduction factor for chemical and biological durability

RF_{ID} is the reduction factor for installation damage

RF_{CR} is the reduction factor for creep

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Drawings: GA

Shop Drawings

The fabrication and installation drawings shall be submitted. The shop drawings shall include all items described under paragraph SEGMENTAL RETAINING WALL DESIGN.

SD-01 Data

Manufacturer's Data: FIO

The Contractor shall submit descriptive technical data on the blocks, wall caps, masonry adhesive, reinforcement and geotextile filter materials. The submittal shall include all material properties specified under paragraph PRODUCTS. The submittal shall also include a copy of any standard manufacturer's warranties for the products.

Qualifications: FIO

The Contractor shall provide documentation showing that the installer and supplier meet the qualifications listed.

Soil Testing

Reinforcement Testing

The Contractor shall submit testing data specific to the blocks and reinforcement to be supplied.

a. The shear strength between blocks shall be established in accordance with NCMA SRWU-2.

b. The connection strength between the blocks and the reinforcement shall be established in accordance with NCMA SRWU-1. If the FHWA design method is used, the modifications in FHWA SA-96-071 shall be implemented.

c. The coefficient for direct shear of the reinforcement on a soil similar in gradation and texture to the material that will be used for fill in the reinforced zone shall be established in accordance with ASTM D 5321.

d. The coefficient of interaction for pull-out resistance of the reinforcement in a soil similar in gradation and texture to the material that will be used for fill in the reinforced zone shall be established in accordance with GSI GRI GG5 or GSI GRI GT6.

Calculations

The Contractor shall submit a calculation of the long term design strength for the reinforcement in accordance with the NCMA or FHWA design method. The ultimate strength or index strength shall be based on the minimum average roll value tensile strength of the product using the wide width strength test in ASTM D 4595 or the single rib test in GSI GRI GG1. The calculation shall itemize each

reduction factor and include backup data to justify each reduction factor.

The Contractor shall submit design calculations, including computer output data and program documentation. The calculations shall include all items described under PARAGRAPH: SEGMENTAL RETAINING WALL DESIGN.

SD-14 Samples

Segmental Concrete Units: FIO

The Contractor shall submit two samples of each proposed block. Each sample shall be typical of the size, texture, color, and finish.

Reinforcement: FIO

The Contractor shall submit samples of each type of reinforcement. The samples shall be labeled and have a minimum size 8 by 10 inches. Geogrid shall include at least 2 apertures (3 junctions) in each direction.

SD-13 Certificates

Reinforcement: FIO

The Contractor shall submit an affidavit certifying that the reinforcement meets the project specifications. The affidavit shall be signed by an official authorized to certify on behalf of the manufacturer and shall be accompanied by a mill certificate that verifies physical properties were tested during manufacturing and lists the manufacturer's quality control testing. The documents shall include a statement confirming that all purchased resin used to produce reinforcement is virgin resin. The mill certificate shall include the tensile strength tested in accordance with either ASTM D 4595 or GSI GRI GG1.

1.4 SEGMENTAL RETAINING WALL DESIGN

The Contractor shall complete all stability analyses in accordance with either the NCMA SRW Manual, or the Federal Highway Administration/AASHTO method detailed in FHWA SA-96-071. Only one method shall be followed for the complete design, including reinforcement design strength, layout, stability calculations, and seismic effects. The segmental retaining wall system shall be designed under the direction of, and be signed by, a professional engineer with a minimum of five years experience in segmental wall design. The engineer shall visit the job prior to and during construction to insure and verify wall construction complies with requirements.

1.4.1 Design

Calculations shall include determination of long term design strength of reinforcement specific to this project in accordance with the NCMA SRW Manual or FHWA SA-96-071. Calculations shall include analysis of all

failure modes listed in the NCMA SRW Manual. Design calculations shall include a clear outline of material properties and assumptions

1.4.1.1 External Stability Design Requirements

As a minimum requirement, the length of the reinforcing at the base of the wall shall not be less than 0.7 times the total height of the blocks.

1.4.2 Layout

Shop drawings shall reflect all information needed to fabricate and erect the walls including the leveling pad elevations; the shape and dimensions of wall elements; the number, size, type, and details of the soil reinforcing system and anchorage; and identification of areas requiring coping. The design and layout of the internal reinforcement shall be subject to the following:

- a. All features indicated in the contract documents shall be incorporated in the final design and construction.
- b. Each reinforcement level shall run as continuous as practical throughout the profile. If a geotextile filter is present, the reinforcement shall be laid out so that interference with the geotextile is minimized.
- c. Any reinforcement not placed with the machine direction as the design reinforcement direction shall be identified on the shop drawings.
- d. Reinforcement attached to the wall facing shall not combine geogrid and geotextile, nor products from different manufacturers, within one wall. The number of reinforcement products shall be limited to avoid confusion in placement. For walls under 12 feet high, all reinforcement shall be the same grade and strength (i.e. design with one reinforcement strength).

1.5 CONTRACTOR QUALIFICATIONS

The job foreman or the company directly responsible for the wall installation shall have completed a minimum of 10 segmental concrete retaining wall projects.

1.6 SUPPLIER QUALIFICATIONS

Suppliers of segmental retaining wall system components shall have demonstrated experience in the supply of similar size and types of segmental retaining walls on previous projects.

1.7 MANUFACTURER'S REPRESENTATIVE

The Contractor shall have a qualified and experienced representative from the block or reinforcement manufacturer available on an as-needed basis during the wall construction. The representative shall visit the site for consultation as requested by the Contracting Officer.

1.8 DELIVERY, STORAGE AND HANDLING

The Contractor shall check products upon delivery to assure that the proper material has been received and is undamaged. For geosynthetics, the guidelines presented in ASTM D 4873 shall be followed.

1.8.1 Segmental Concrete Units and Wall Caps

The Contractor shall protect blocks from damage and exposure to cement, paint, excessive mud, and like materials. The Contractor shall check materials upon delivery to assure that the block dimensions are within the tolerances specified.

1.8.2 Geosynthetic Labeling

Each roll shall be labeled with the manufacturer's name, product identification, roll dimensions, lot number, and date manufactured.

1.8.3 Geosynthetic Handling

Geosynthetic rolls shall be handled and unloaded by hand, or with load carrying straps, a fork lift with a stinger bar, or an axial bar assembly. Geosynthetic rolls shall not be dragged, lifted by one end, lifted by cables or chains, or dropped to the ground.

1.8.4 Geosynthetic Storage

Geosynthetics shall be protected from cement, paint, excessive mud, chemicals, sparks and flames, temperatures in excess of 160 degrees F, and any other environmental condition that may degrade the physical properties. If stored outdoors, the rolls shall be elevated from the ground surface. Geosynthetics, except for extruded grids, shall be protected with an opaque waterproof cover. Geosynthetics shall be delivered to the site in a dry and undamaged condition. Geotextiles shall not be exposed to direct sunlight for more than 7 days.

PART 2 PRODUCTS

2.1 SEGMENTAL CONCRETE UNITS

2.1.1 Architectural requirements

- a. Face color - Tan
- b. Face Texture - split face typical of broken mortar
- c. Face Appearance - straight, single-surface face
- d. Batter - Blocks shall be engaged to the block below by use of keys, lips, pins, clips, or other reliable mechanism to provide a consistent wall batter between 1H:10V and 1H:16V.
- e. Block Size - a minimum of 2/3 square feet of face area, and minimum 6 inch height.
- f. Bond configuration - No bond configuration is required for straight face blocks. Beveled or sculptured face blocks shall be designed to

stack with a half-bond (joints located at midpoint of vertically adjacent blocks). The block edges shall be finished so that vertical joints are flush.

2.1.2 Structural requirements

The blocks shall be manufactured to the requirements of ASTM C 1372, except for the following modifications:

- a. Minimum 28-day compressive strength of [4500 psi], based on net area in accordance with ASTM C 140.
- b. A maximum moisture absorption rate of 9 pcf, in accordance with ASTM C 140.
- c. The minimum oven dry density of concrete shall be 125 pcf.
- d. The blocks shall provide a minimum of 80 pounds per square foot of wall face area (determined without void filling).
- e. For freeze-thaw durability tested in accordance with ASTM C 1262, specimens shall comply with either of the following: (1) the weight loss of each of 5 specimens after 100 cycles shall not exceed 1 percent; or (2) the weight loss of each of 5 specimens after 150 cycles shall not exceed 1.5 percent.

2.1.3 Wall Caps

Segmental concrete block units shall be placed as caps on top of all segmental concrete retaining walls, with the exception of the following 2 applications which use segmental concrete walls in their design: THE PEDESTRIAN WALKWAY, OBSERVATION PLATFORM AND THE AMPHITHEATER. The cap blocks shall have a color and texture on exposed faces to match that of the other blocks and meet the requirements for the other blocks except that the minimum height shall be 3 inches. Each cap block shall have abutting edges saw cut or formed to provide tight, flush abutting joints with no gaps in the joints when placed end to end in the alignment shown on the drawings.

2.2 REINFORCEMENT

2.2.1 Geogrid Reinforcement

Geogrid shall be a geosynthetic manufactured for reinforcement applications. The geogrid shall be a regular network of integrally connected polymer tensile elements with aperture geometry sufficient to permit significant mechanical interlock with the surrounding soil, aggregate, or other fill materials. The geogrid structure shall be dimensionally stable and able to retain its geometry under manufacture, transport and installation. The geogrid shall be manufactured with 100 percent virgin resin consisting of polyethylene, polypropylene, or polyester, and with a maximum of 5 percent in-plant regrind material. Polyester resin shall have a minimum molecular weight of 25,000 and a carboxyl end group number less than 30. Polyethylene and polypropylene shall be stabilized with long term antioxidants.

2.2.2 Geotextile Reinforcement

Geotextile shall be a pervious sheet of polymeric material and shall consist of long-chain synthetic polymers composed of at least 95 percent by weight

polyethylene, polypropylene, or polyesters. The geotextile shall be manufactured with 100 percent virgin resin, and with a maximum of 5 percent in-plant regrind material. Geotextile shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including the selvages. Polyester resin shall have a minimum molecular weight of 20,000 and a carboxyl end group number less than 50. Polyethylene and polypropylene shall be stabilized with long term antioxidants.

For survivability during installation, and in addition to installation damage used in calculating the long term design strength, the geotextile shall meet the minimum requirements in AASHTO M 288 Class 1, and shall have a minimum mass per unit area of 8 oz/sy.

2.2.3 Reinforcement Properties

The reinforcement shown in the approved shop drawing submittal shall meet the long term design strength requirements used in the design. Reinforcement strength requirements represent minimum average roll values in the machine direction.

2.2.3.1 Long Term Design Strength

The long term design strength shall be based on reduction factors for installation damage and durability that are applicable to the fill that will be used. Minimum reduction factors for durability include: 1.1 for polyethylene and polypropylene geosynthetics, 1.15 for coated polyester geogrids, and 1.6 for polyester geotextiles. The creep reduction factor must be consistent with the test procedure used for determining the ultimate strength.

2.3 GEOTEXTILE FILTER

Geotextiles used as filters shall meet the requirements specified in Table 2. The property values (except for AOS) represent minimum average roll values (MARV) in the weakest principal direction. For survivability during installation, the geotextile shall meet the minimum requirements in AASHTO M 288 Class 2, and shall have a minimum mass per unit area of 8 oz/sy.

TABLE 2. GEOTEXTILE PHYSICAL PROPERTIES

PROPERTY	TEST REQUIREMENT	TEST METHOD
Grab Tensile, lbs.	160 nonwoven 250 woven	ASTM D 4632
Apparent Opening Size (U.S. Sieve)	70 - 100	ASTM D 4751
Permittivity, sec-1	0.5	ASTM D 4491

2.4 SOILS AND AGGREGATES

All material placed as fill shall consist of material classified by ASTM D 2487 as GW, GP, GC, GM, SP, SM, SC, CL, ML, or SW. The material shall be free of ice; snow; frozen earth; trash; debris; sod; roots; organic matter; contamination from hazardous, toxic or radiological substances; or stones

larger than 3 inches in any dimension. Each material shall be obtained entirely from one borrow source, unless the Contracting Officer determines that quality control is adequate and the alternate source produces material that is similar in gradation, texture, and interaction with the reinforcement. The Contractor shall supply any testing required by the Contracting Officer to evaluate alternate sources. All materials shall be of a character and quality satisfactory for the purpose intended.

a. Drainage Aggregate shall meet the requirements of ASTM D 448, size No.7.

b. Aggregate Base material for the wall leveling pads shall meet the requirements of ASTM D 1241, gradation C.

c. Reinforced Fill. Soil placed in the reinforced fill zone shall consist of granular material with less than 10 percent passing the No. 200 sieve.

c. Retained Fill. Soil placed in the retained fill zone shall consist of on-site soils excavated for wall construction or, otherwise, shall meet the minimum requirements for reinforced fill.

2.5 MASONRY ADHESIVE

The masonry adhesive shall meet the following requirements:

- a. ASTM C 920, Type S, Grade NS, Class 25
- b. expected 30 year life
- c. meet the recommendations of the block manufacturer

2.6 DRAINAGE PIPE

The drainage pipe shall be corrugated polyethylene pipe meeting requirements of AASHTO M 252.

PART 3 EXECUTION

3.1 CLASSIFICATION OF SOIL MATERIALS

Classification of soil materials shall be performed by the Contractor in accordance with ASTM D 2488. The Contracting Officer reserves the right to revise the Contractor classifications. In the case of disagreement, the Contracting Officer's classification will govern unless the soils are classified in accordance with ASTM D 2487. All testing completed by the Contractor in conjunction with soil material classification will be considered incidental to the contract work.

3.2 EARTHWORK

The leveling pad and reinforced fill zone shall bear on undisturbed native soils, or acceptably placed and compacted fill. In the event that it is necessary to remove material to a depth greater than specified or to place fill below the leveling pad not otherwise provided for in the contract, the Contracting Officer shall be notified prior to work and an adjustment in the contract price will be considered in accordance with the contract. Additional work not authorized by the Contracting Officer shall be at the Contractor's expense.

3.2.1 Excavation

Foundation soil shall be excavated as required for leveling pad dimensions and reinforcement placement shown on the construction drawings. Material for backfilling shall be stockpiled in a neat and orderly manner at a sufficient distance from the banks of the excavation to avoid overloading and to prevent slides or caving. Excavation and fill shall be performed in a manner and sequence that will provide proper drainage at all times. The Contractor is responsible for disposal of surplus material, waste material, and material that does not meet specifications, including any soil which is disturbed by the Contractor's operations or softened due to exposure to the elements and water.

3.2.2 Stockpiles

Stockpiles of all material to be incorporated into the work shall be kept in a neat and well drained condition, giving due consideration to drainage at all times. The ground surface at stockpile locations shall be cleared, grubbed, and sealed. Topsoil shall be stockpiled separately from suitable backfill material. Stockpiles of aggregates and granular soils shall be protected from contamination which may destroy the quality and fitness of the stockpiled material. If the Contractor fails to protect the stockpiles, and any material becomes frozen, saturated, intermixed with other materials, or otherwise out of specification or unsatisfactory for the use intended, such material shall be removed and replaced with new material from approved sources at no additional cost to the Government.

3.3 LEVELING PAD OPTIONS

3.3.1 Aggregate Base Leveling Pad

The subgrade below the leveling pad shall be compacted with at least 3 passes with a vibratory plate compactor with an operating weight not less than 450 pounds. The aggregate base material shall be placed in lifts not exceeding 6 inches and compacted with at least 3 passes with a vibratory plate compactor. If the subgrade or aggregate base pumps, bleeds water, or cracks during compaction, the Contracting Officer shall be notified and, if no other changes are directed, the aggregate shall be replaced with a concrete leveling pad.

3.3.2 Concrete Leveling Pad

Tolerances in screeding shall be sufficient to place the blocks directly on the leveling pad without mortar, pointing, or leveling course between the blocks and leveling pad.

3.4 BLOCK INSTALLATION

The wall system components shall be constructed in accordance with the wall supplier's recommendations and construction manual. Damaged blocks shall not be incorporated in the retaining wall.

- a. Block placement shall begin at the lowest leveling pad elevation. The blocks shall be in full contact with the leveling pad. Each course of block shall be placed sequentially for the entire wall alignment to

maintain a level working platform for layout of reinforcement and placement of fill.

b. The grade and alignment of the first course shall be surveyed and the results furnished to the Contracting Officer prior to placing the second course. Survey control for alignment shall include a string line, offset from a base line, or suitable provisions that can be reproduced for quality assurance.

c. The blocks shall be placed with the edges in tight contact. The vertical joints shall be maintained with a minimum 4 inch overlap on the underlying block. Coping required to keep block alignment shall be done with a full depth saw cut. No splitting shall be allowed.

d. Stacking of blocks prior to filling any lower course of block with drainage aggregate will not be allowed.

e. Cap units shall be joined using masonry adhesive. Care shall be taken to keep adhesive from coming into contact with the face of wall units.

3.5 REINFORCEMENT INSTALLATION

a. Before placing reinforcement, the subgrade or subsequent lift of fill shall be compacted and graded level with the top of the blocks. The surface shall be smooth and free of windrows, sheepsfoot impressions, and rocks.

b. Reinforcement shall be placed at the elevations and to the extent shown on the construction drawings and the approved shop drawing submittal. Reinforcement shall be oriented with the design strength axis perpendicular to the wall face. Each segment of reinforcement shall be continuous. Spliced connections between shorter pieces of reinforcement will not be allowed. Reinforcement strips shall be placed immediately next to adjacent strips to provide 100 percent coverage.

c. The reinforcement shall be installed in tension. The reinforcement shall be pulled taut and anchored with staples or stakes prior to placing the overlying lift of fill. The tension shall be uniform along the length of the wall and consistent between layers.

d. All reinforcement shall be 100% covered by soil so that reinforcement panels do not contact in overlaps. Where the wall bends, a veneer of fill shall be placed to a nominal thickness of 3 inches to separate overlapping reinforcement.

3.6 FILL PLACEMENT

a. Fill placement, including drainage aggregate, shall be completed to the top of each course of facing blocks prior to stacking the subsequent course of blocks.

b. Reinforced fill shall be placed from the wall back toward the fill area to ensure that the reinforcement remains taut. Fill shall be placed, spread, and compacted in such manner that minimizes the development of wrinkles in or movement of the reinforcement.

c. A minimum fill thickness of 6 inches is required prior to operation of vehicles over the reinforcement. Sudden braking and sharp turning shall be avoided. Tracked equipment shall not turn within the reinforced fill zone to prevent tracks from displacing the fill and damaging the reinforcement. Construction equipment shall not be operated directly upon the reinforcement as part of the planned construction sequence. Rubber tired equipment may operate directly on the reinforcement if: the Contractor submits information documenting testing of equipment operating on a similar geogrid product on similar soils, the travel is infrequent, equipment travels slow, turning is minimized, and no damage or displacement to the reinforcement is observed.

d. Drainage aggregate shall be placed and tamped directly behind, between, and within the cells of the facing units. Compaction of the drainage aggregate shall be achieved by at least two passes on each lift with a vibratory plate compactor. Care shall be taken not to contact or chip the blocks with the compactor. Aggregate placed within the block cores and recesses shall be compacted by hand tamping and rodding.

e. At the end of each day, the Contractor shall slope the last lift of fill away from the wall in a manner that will allow drainage and direct runoff away from the wall face.

3.7 COMPACTION

Fill shall not be placed on surfaces that contain mud, frost, organic soils, fill soils that have not met compaction requirements, or where the Contracting Officer determines that unsatisfactory material remains in or under the fill. Fill shall be spread and compacted in lifts not exceeding the height of one course of blocks.

3.7.1 Degree of Compaction

Degree of compaction required is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 698. The maximum density is hereafter abbreviated as the "Standard Proctor" value.

3.7.2 Moisture Control

Control of moisture in the fill shall be maintained to provide acceptable compaction. Disking and plowing will not be allowed in the reinforced fill zone. Moisture content of cohesive soils shall be adjusted at the borrow source before placement. Adding water directly to the reinforced fill zone shall only be conducted under conditions where the soil has sufficient porosity and capillarity to provide uniform moisture throughout the fill during compaction.

3.7.3 Compaction

Reinforced and retained fill shall be compacted to 95 percent of the Standard Proctor Density. Care shall be exercised in the compaction process to avoid misalignment of the facing blocks. Heavy compaction equipment (including vibratory drum rollers) shall not be used within 3 feet from the wall face.

3.8 SOIL TESTING

3.8.1 General

All testing expenses shall be the Contractor's responsibility. Prior to sampling and testing the work, testing laboratories shall be inspected and approved in accordance with Section 01451, CONTRACTOR QUALITY CONTROL. The Contracting Officer reserves the right to direct the location and select the material for samples to be tested and to direct where and when moisture-density tests shall be performed. Nuclear density testing shall be used in accordance with ASTM D 2922.

3.8.2 Corrective Action.

Materials which do not meet the contract requirements (failing test) shall be retested. If testing indicates material does not meet the contract requirements, the material represented by the failing test shall not be placed in the contract work or shall be recompacted or replaced. The quantity of material represented by the failing test shall be determined by the Contracting Officer up to the quantity represented by the testing frequency. The Contractor may increase testing frequency in the vicinity of a failing test in order to reduce removal requirements, as approved by the Contracting Officer. Such increases in testing frequency shall be at the Contractor's expense and at no additional cost to the Government.

3.8.3 Testing Schedule

Moisture-Density Relations (ASTM D 698)

One test for each type of material.

In-Place Densities (ASTM D 1556 or ASTM D 2922)

Not less than 1 test for each vertical foot per 300 linear feet along wall face.

Sieve Analysis, (ASTM C 136)

- (1) Drainage Aggregate, 1 test for each source.
- (2) Reinforced Fill, 1 test for each source.

3.9 DRAINAGE PIPE

Drain piping should be placed as required by the segmented wall designer and be coordinated with where and how the collected water is to be disposed.

Drain pipe shall be placed as indicated on the drawings. Drain lines shall be laid to true grades and alignment with a continuous fall in the direction of flow. The interior of the pipe shall be kept clean from soil and debris; and open ends shall be temporarily capped as necessary.

3.10 CONSTRUCTION TOLERANCES

- a. Horizontal: The top of wall shall be within 3 inches of the plan location.

b. Vertical: The top of wall elevations shall be within 0.1 feet above to 0.1 feet below the prescribed top of wall elevations shown on the drawings.

c. Plumbness and Alignment: The wall batter and alignment offset measured as deviation from a straight edge shall be within plus or minus 1.25 inches per 10 feet section. The batter measured from vertical shall be within 2 degrees of the plan dimension.

d. Block Defects: The blocks will be accepted on the basis of tolerances specified in ASTM C 1372.

e. Block Gaps: Gaps between adjacent blocks shall not exceed 1/8 inches.

3.11 PROTECTION OF WORK

Work shall be protected against damage from subsequent operations. Disturbed or displaced blocks shall be removed and replaced to conform to all requirements of this section. Damaged material shall not be incorporated into the wall. Upon completion of wall erection, the Contractor shall clean the wall face to remove any loose soil deposits or stains.

DIVISION 2 - SITE WORK

SECTION 02871

SITE FURNISHINGS

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SECTION 02871

SITE FURNISHINGS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications shall be referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M	(1997ael) Carbon Structural Steel
ASTM A 123/A 123M	(1997ael) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153/A 153M	(1998) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 276-00a	(2001) Standard Specification for Stainless Steel Bars and Shapes
ASTM A 755/A755M-99	(2001) Standard Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products
ASTM A 500	(1999) Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
ASTM A 501	(1999) Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
ASTM A 615/A 615M	(1996ael) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM C 150	(1999a) Portland Cement
ASTM F 593-98	(2001) Standard Specification For Stainless Steel Bolts, Hex Cap Screws, and Studs

NATIONAL ASSOCIATION OF CORROSION ENGINEERS (NACE)

NACE NO. 1 TO NO. 2	Removal of macro-rust, mill scale and exposed surface metal, and to etch surfaces for adhesion
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STRUCTURAL STEEL PAINTING COUNCIL (SSPC)

SSPC SP-5 TO SP-10	Metal blast methods using synthetic silica grit.
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1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Shop Drawings; G

Site Furnishings Standards;

Drawings showing scaled details of proposed site furnishings, elevations for each type of site furnishing; dimensions, details, and methods of mounting or anchoring; shape and thickness of materials; and details of construction.

Installation; FIO

Manufacturer's installation and maintenance manual.

Materials; FIO

A listing indicating the furnishings provided have been in proven satisfactory use for at least 2 years.

SD-09 Test Reports

Testing; FIO

A report of post-installation test results.

SD-14 Samples

Finish; FIO

Two sets of color data for the site furnishings displaying manufacturer's color selections and finishes, and identifying those colors and finishes proposed for use. Color schemes shall be coordinated with the Contracting Officer prior to submittal.

1.3 DELIVERY, STORAGE, AND HANDLING

Unload materials with necessary equipment per manufacturer's instructions store covered out of weather, and keep out of direct sun. Inspect parts within 48 hours of delivery, compare with manufacturer's bill of material, and report any missing or non-conforming parts to manufacturer within this time. The storage area shall be as designated. The materials shall be stored in a dry, covered area until installed.

1.4 INSPECTION

Site furnishings shall be inspected upon arrival at the job site for conformity to specifications and quality in accordance with paragraph MATERIALS. Unacceptable items shall be removed from the job site.

PART 2 PRODUCTS

2.1 MATERIALS

Materials shall be the standard products of a manufacturer regularly engaged in the manufacture of such products. The materials provided shall be of a type with proven satisfactory use for at least 2 years.

2.1.1 Concrete

Portland cement shall conform to ASTM C 150 Types I, II, or III.

2.1.1.1 Cast-in-Place Concrete

Cast-in-place concrete materials and products shall conform to Section 03300 CAST-IN-PLACE CONCRETE.

2.1.2 Metal

Metallic materials and products shall conform to Section 05500 MISCELLANEOUS METAL. Metal components shall be furnished with factory drilled holes. Components shall be free of excess weld and spatter. Metal components with holes that will not be filled by hardware or hidden by other components will be rejected.

2.1.2.1 Steel

Structural steel products shall conform to ASTM A 36/A 36M, ASTM A 500 and ASTM A 501.

2.1.2.2 Reinforcing Steel

Steel used for reinforcement shall be deformed billet steel [Grade 40]. Steel shall conform to ASTM A 615/A 615M.

2.2 SUMMARY

This Section addresses site furnishings with accommodations for the following:

- A. Picnic tables that are Americans with Disabilities Act (ADA) accessible
- B. Trash Receptacles
- C. Benches
- D. Bike racks

2.3 SUBMITTALS

2.3.1 Product Data

Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for all handrails/guardrails and posts.

2.3.2 Shop Drawings

Plans, elevations, and sections for railings, post, accessories, and attachments to other work.

2.3.3 Samples for Initial Selection

Manufacturer's color charts consisting of units or sections of units showing the full range of finishes, colors, textures, and patterns available for each exposed material.

2.3.3.1 Color Selection

Submit 3 sets of color tiles from the manufacturer. Submit color tile samples to the Contracting Officer for final color selection approval.

2.3.4 Samples for Verification

For each type of exposed finish required, prepared on Samples of same thickness and material indicated for the Work. If finishes involve normal color and texture variations, include sample sets showing the full range of variations expected.

2.3.5 Maintenance Data

2.3.5.1 Maintenance Manuals

Provide and include the following procedures in a handrail/guardrail maintenance manual:

- 1) Methods for maintaining finish
- 2) Precautions for cleaning materials and methods that could be detrimental to the handrail/guardrail performance.

2.4 QUALITY CONTROL

2.4.1 Installer Qualifications

An experienced installer who has specialized in installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to manufacturer.

A list of not less than five (5) installations that have been in service for a period of at least five (5) years in facilities similar to this one in size, scope and type shall be provided; contact name and phone number.

2.4.2 Source Limitations

Obtain each type of material and mounting components through one source from a single manufacturer.

2.4.3 Warranty

Supply a minimum five-year warranty period.

2.4.4 Project Conditions

2.4.4.1 Field Measurements

Verify area by field measurements before material fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

2.4.5 Acceptable Manufacturers

BRP Enterprises, Lincoln, NE, receiving pricing from Hammill & Associates, Inc. Birmingham, AL / 800-423-6661.

-OR EQUAL-

For the following site furnishing: BIKE RACK

Wabash Valley Manufacturing, Inc.
P.O. Box 5
East Main Street
Silver Lake, IN 46982
TEL: 219-352-2102; 800-253-8619
FAX: 219-352-2160
E-mail: wvmsales@wabashvalley.com

-OR EQUAL-

For the following site furnishings: PICNIC TABLE, TRASH RECEPTACLE, BENCH, See products.

PART 3 PRODUCTS

3.1 SITE FURNISHINGS

3.1.1 ADA-Accessible Octagon Picnic Table

Quantity = 4

The table top shall measure 72-1/2 inches (length) by 55-7/8 inches (width) and has two 32 inch wide openings for wheelchairs. The table includes four attached benches. Materials: Table top and benches are fabricated of 3/4 inch #9 expanded steel mesh and coated with 1/4 inch of Plastisol ASTM A 755/A 755M-99 coating, heat fused and permanently bonded to the steel; the table framework is fabricated out of 2-7/8 inch o.d. 10-gauge galvanized steel tubing and 14-gauge galvanized sheet steel; all mounting hardware shall be stainless steel; the unit shall be inground mounted, with legs set 30-3/8 inches into concrete footings, per manufacturer specifications. Manufacturer Model No. (Wabash Valley Manufacturing): Y356, inground mounting option or approved equal.

3.1.2 Trash Receptacle

Quantity = 10

The trash receptacle shall measure 30 inches (height) by 24 inches (diameter), and shall be a 32 gallon unit, with a separate and removable plastic liner. The trash receptacle shall also possess a flat top bonnet lid with a hole diameter of 8 inches. The bonnet lid prevents weather

elements from entering the trash receptacle. The lid shall come with a heavy-duty aircraft cable that is attached to both the lid and the receptacle, to prevent theft or loss. Materials: The trash receptacle is fabricated of 3/4 inch #9 expanded steel mesh and coated with 1/4 inch of Plastisol ASTM A 755/A 755M-99 coating, heat fused and permanently bonded to the steel; the receptacle and lid framework are fabricated out of 10-gauge and 14-gauge galvanized sheet steel; all mounting hardware shall be stainless steel; the trash receptacle unit shall be inground mounted, with an inground mounting post set 24-1/8 inch into the concrete footing, per manufacturer specifications. Manufacturer Model No. (Wabash Valley Manufacturing): LRD32 (receptacle), RPL32 (plastic liner), 10056 (inground mounting post package) or approved equal.

3.1.3 Bench

Quantity = 5

The bench platform shall measure 30-3/8 inches (width) by 72-1/4 inches (almost 6 feet in length) by 16-7/16 inches (height). The bench shall be backless, so as not to obstruct views to the river and to keep the bench design simple and unobtrusive. The bench shall be supported at both ends by a simple inverted "U" post design. Materials: The bench platform is fabricated of 3/4 inch #9 expanded steel mesh and coated with 1/4 inch of Plastisol ASTM A 755/A 755M-99 coating, heat fused and permanently bonded to the steel; the bench post framework is fabricated out of 2-7/8 inch o.d. 10-gauge galvanized steel tubing; all mounting hardware shall be stainless steel; the unit shall be inground mounted, with legs set 30-7/16 inches into concrete footings, per manufacturer specifications. Manufacturer Model No. (Wabash Valley Manufacturing): CD8217 (inground mounting option) or approved equal.

3.1.5 Bike Rack

Quantity = 2

The bike rack shall be a loop style bike rack mounted inground. Overall height above ground is 39-5/8 inches. Overall width shall be 61-11/16 inches, with 7-3/4 inground mounted. Materials: Bike rack frame shall be made of a 1.6600 inch o.d. by 0.140 inch wall schedule 40 steel pipe. Manufacturer Model No. (BRP Enterprises): BRP WA1-07-EM(P) or approved equal.

3.2 SITE FURNISHINGS FINISH

All site furnishings shall meet or exceed this finish. This process is specified as follows:

- 1) Near white to white metal blast using synthetic silica grit, as specified by the Structural Steel Painting Council (SSPC SP-10 to SP-5) and the National Association of Corrosion Engineers (NACE No. 2 to NACE No. 1) to remove macro-rust, mill scale and exposed surface metal, and to etch the material for maximum powder adhesion.
- 2) Alkali chemical wash to remove micro-rust, grease and oils.
- 3) Fresh water rinse.
- 4) Phosphate treatment to inhibit rust prior to coating.

- 5) Fresh water rinse.
- 6) Non-chrome sealer to create a water break free surface.
- 7) Preheat to eliminate moisture, reduce Faraday cages, and prepare the metal for coating.
- 8) Cool material to enable consistent coating thickness throughout.
- 9) Apply polyester powder base coat to maximize corrosion protection.
- 10) Oven baked to cure powder 50-60% enabling maximum adhesion of the base coat to the metal.
- 11) Apply polyester powder top coat to minimize weathering.

PART 4 EXECUTION

4.1 EXAMINATION

Examine substrates, areas, and conditions, with Installer present, for compliance with requirements, accurate locations, and other conditions affecting site furnishings. Proceed with installation only after unsatisfactory conditions have been corrected.

4.2 INSTALLATION

Install site furnishings in the locations identified on the project drawings and shop drawings. Fasten securely to substrates according to manufacturer's written installation instructions.

4.3 ADJUSTING

- 1) Adjust and align to upright position.
- 2) Repair minor abrasions and imperfections in finishes with coating that matches factory-applied finish.

DIVISION 2 - SITE WORK

SECTION 02875

PREFABRICATED RESTROOM

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SECTION 02875

PREFABRICATED RESTROOMS

1 GENERAL

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1.1.2 Cast-In-Place Concrete, Section 03300.

1.1.3 Metalwork Fabrication, Machine Work, Misc. Provisions, Section 05055.

1.1.4 Sheet Metal Work, General, Section 07600

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1.1.7 Nonbearing Masonry Veneer, Section 04220

1.1.8 Plumbing, Section 15400

1.1.9 Electrical Work, Section 16415

1.2 REFERENCES

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC FCD	(1995a) Quality Certification Program Description
AISC ASD Manual	(1989) Manual of Steel Construction Allowable Stress Design
AISC LRFD Vol I	(1995) Manual of Steel Construction Load & Resistance Factor Design, Vol I: Structural Members, Specifications & Codes
AISC LRFD Vol II	(1995) Manual of Steel Construction Load & Resistance Factor Design, Vol II: Structural Members, Specifications & Codes

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M	(1997a) Carbon Structural Steel
ASTM A 325	(1996) Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength

ASTM A 500	(1999) Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
ASTM A 501	(1999) Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
ASTM A 514/A 514M	(1994a) High-Yield-Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding
ASTM A 570, Grade 55	(1999) Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
ASTM E 165	(1995) Liquid Penetrant Examination Inspection Method
ASTM E 709	(1995) Magnetic Particle Examination
ASTM E283	Rate of air leakage through exterior windows, curtain walls and doors.
ASTM E330	Structural performance of exterior windows, curtain walls, and doors by uniform static air pressure difference.
ASTM E331	Test method for water penetration of exterior windows, curtain walls, and doors by static air pressure difference.
ASTM C236	Steady state of thermal performance of building assemblies by means of a guarded hot box.
ASTM E-774	Specification for sealed insulating glass.
ASTM E-773	Test method sealed insulating glass.

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1	(1994) Structural Welding Code - Steel
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STRUCTURAL STEEL PAINTING COUNCIL (SSPC)

SSPC SP-2	As outlined in AISC 6.5
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BUILDERS HARDWARE MANUFACTURERS ASSOCIATION (BHMA)

BHMA L & R Directory	(Effective thru 2001) Directory of Certified Locks & Latches
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BHMA Closer Directory	(Effective thru Jul 2001) Directory of Certified Door Closers
BHMA Exit Devices Directory	(Effective thru Aug 2001) Directory of Certified Exit Devices
BHMA A156.1	(1997) Butts and Hinges
BHMA A156.2	(1996) Bored and Preassembled Locks and Latches
BHMA A156.4	(1992) Door Controls - Closers
BHMA A156.6	(1994) Architectural Door Trim
BHMA A156.8	(1994) Door Controls - Overhead Stops and Holders
BHMA A156.16	(1989) Auxiliary Hardware
BHMA A156.21	(1996) Thresholds

DOOR AND HARDWARE INSTITUTE (DHI)

DHI Keying Systems	(1989) Keying Systems and Nomenclature
DHI Locations for SSD	(1990) Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames
DHI ANSI/DHI A115.1G	(1994) Installation Guide for Doors and Hardware

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A250.8	(1998) Standard Steel Doors and Frames
ANSI A 250.10	(1998) Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors

NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS (NAAMM)

NAAMM HMMA 862	(1987) Hollow Metal Manual; Section: Guide Specifications for Commercial Security Hollow Metal Doors and Frames
NAAMM HMMA 865	(1995) Hollow Metal Manual; Section: Guide Specifications for Swinging Sound Control Hollow Metal Doors and Frames

STEEL DOOR INSTITUTE (SDOI)

SDOI SDI-106	(1999) Standard Door Type Nomenclature
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1.3 SYSTEM DESCRIPTION

1.3.1 Description

The restroom structure shall be of a hexagon shape (six sides) with the overall dimensions, general layout and description as shown in the Contract Plans. The pre-engineered package shall be delivered as a pre-cut and pre-fabricated package that shall include the structural steel frame members; roof and exterior wall panels; interior walls; trim; doors and door frames; skylights; roof covering; brick veneer walls; plumbing fixtures and accessories; electrical wiring and components; and installation instructions. All field connections shall use bolts or screws; and connections shall be concealed where possible. Field welding will not be allowed.

1.3.2 Building Code

The restroom shall be designed in accordance with the Uniform Building Code (UBC), 1997 edition.

1.3.3 Design Loads

The design loads for the restroom pre-engineered steel frame shall be computed per ASCE 7-98 as follows:

- Roof Live Load - 20 psf
- Ground Snow Load - 15 psf
- Wind Speed - 90 mph; Importance factor - 1.07
- Earthquake - Seismic Zone 3

1.3.4 Assembly

The restroom structure shall be shipped in knocked-down components and assembled on site on a concrete slab foundation constructed by the Contractor as shown in the Contract Plans. The structure shall be attached to the top of the concrete slab by anchor bolts as specified by the manufacturer and furnished by the Contractor. Anchor bolts shall be concealed inside the columns.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identified the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Drawings

Detail Drawings; GA

Shopdrawing and calculations

Submit 4 sets shop drawings and structural calculations signed and sealed by a Profession Engineer. The calculations shall list all design codes and loads used in the design. All foundation reactions must be shown on the shopdrawings. Light and plumbing fixture cuts must be approved prior to fabrication.

SD-14 Samples

Clay or Shale Brick; GA

Color samples of three stretcher units and one unit for each type of special shape. Units shall show the full range of color and texture.

1.5 QUALITY ASSURANCE

Provide evidence of commitment of quality craftsmanship as demonstrated by the following;

1.5.1 Supplier Qualifications

The product shall be designed and produced at a facility owned and directly supervised by the supplier. The product shall be shipped from a single source.

The supplier shall have been making steel frame pre-manufactured shelters for a minimum of five years and list three similar projects completed in the last three years.

The supplier shall meet the following qualifications:

Full time on-staff licensed engineer.

Full time on-staff quality control manager.

Published quality assurance manual.

Full time on-staff AWS certified welding inspectors.

Continued certification by an independent inspection agency.

1.6 DELIVERY AND STORAGE

Unload materials with necessary equipment according to manufacturer's instructions, store covered out of weather, and keep out of direct sun. Inspect parts within 48 hours of delivery, compare with manufacturer's bill of material, and report any missing or non-conforming parts to manufacturer within this time.

1.7 WARRANTY

The prefabricated restroom described in the Contract Plans and this specification shall be warrantied against defects due to materials and workmanship for a period of 5 years.

2 BUILDING PRODUCTS

2.1 SIZE

The prefabricated restroom shall be constructed to the overall dimensions and description as shown on the Contract Plans.

2.1.1 Roof Panels

The roof panels shall be structural insulated panels composed of simulated tongue and groove decking on the underside, foam core, and a wood decking on top. Panel size shall be based on 4' wide module with lengths and angles pre-cut. Panels shall have a minimum R-value of R-16.

The simulated tongue and groove decking shall be 5/8" rough sawn fir plywood (APA T 1-11 18W) with grooves 4" on center. It shall have 18 or fewer patches per 4'x8' unit. It shall have no plastic or synthetic filler.

The foam core shall be 3-5/8" expanded polystyrene with a nominal 1 pound density.

The exterior surface shall be 5/8" oriented strand board.

Panels shall be joined by 2x4 wood splines and attached to the steel frame with self-tapping screws according to the manufacturer's recommendations.

2.1.2 Exterior Wall Panels

The exterior wall panels shall be structural insulated panels composed of wood decking on each face of a foam core. Panel size shall be based on 4' wide module with length and angles pre-cut.

The foam core shall be 3 5/8" expanded polystyrene with a nominal 1 pound per cubic foot density.

The wood decking shall be 5/8" oriented strand board.

Panels shall be joined by 2x4 wood splines and attached to the steel frame with self-tapping screws according to the manufacturer's recommendations.

The interior surface of the panels shall be covered with embossed 0.09" thick fiberglass reinforced plastic (FRP) panels. Include standard trim or molding to treat the edges of the panels at the ceiling and adjoining walls. Apply a 4" vinyl baseboard along the bottom of the wall.

2.1.3 Interior Walls

Interior walls shall be constructed with a minimum of 2x6 No. 2 Southern Yellow Pine, Fir or Spruce wood framing, 5 1/2" (R-19) batt insulation and

5/8" exterior plywood sheathing on each face. Each face of the walls shall be covered with the same FRP panels described in Section 2.1.2.

2.2 ACCEPTABLE MANUFACTURER

POLIGON, a Division of W.H. Porter, Inc., Holland, Michigan, Receive pricing from Hammill & Associates, Inc. Birmingham, AL / 800 423-6661.

The contracting officer may approve an approved equal manufacturer. All material, fixtures and miscellaneous specialties supplied by other manufacturers must meet the standards specified in this specification.

2.3 MATERIALS

2.3.1 Structural framing

Structural steel tube minimum ASTM A500 grade B. "I" beams, tapered columns, open channels, or wood products shall not be accepted.

2.3.2 Fasteners

ASTM A325 structural bolts, ASTM A307 anchor bolts, self tapping screws, rivets

2.3.3 Roof Covering

Roof covering shall be a metal shake shingle. Each piece shall have 1" thick butt shake and five shingle modules with 12 inches by 24 inches exposure. Provide optional vinyl weatherseal. All fasteners shall be concealed.

Color to be selected by Contracting Officer.

Shingles shall be made from a minimum of twenty four gauge, hot-dipped galvanized with face coat of full strength Kynar 100 finish and back coat of ½ mil wash coat with protective film coating. Flashing, copings, and infills shall be the same gauge, color and finish as panels, brake formed of same coil stock. Strippable film on all prefinished surfaces. Any material without film will be rejected. Panels shall be shipped full length.

Eave and rake trim, wall cap, sheet metal as required for complete installation. Ridge panels and other miscellaneous trim, flashings, and sheet metal shall be matching galvanized steel. Where exposed to view, provide matching factory applied weather resistant enamel paint finish.

All roof covering shall be properly flashed and/or sealed at the eave, ridge, rake and at all openings with fascias, trim, ridge covers, caulk, etc., as required to make building water-tight.

Underlayment to be 30# building felt: ASTM D226 Type II

Provide all nuts, bolts, anchors, soffit suspension system, and hardware of any kind required for complete installation.

2.3.4 Metal Doors and Frames

Doors and frames shall be factory fabricated in accordance with ANSI A250.8 and the additional requirements specified herein. Door Level shall be extra heavy duty (Level 3) unless otherwise indicated on the door and door frame schedules. Exterior doors and frames shall be designation A40 galvanized. Doors and frames shall be prepared to receive hardware conforming to the templates and information below. Doors and frames shall be reinforced, drilled, and tapped to receive mortised hinges, locks, latches, and flush bolts as required. Doors and frames shall be reinforced for surface applied hardware. Frames shall be welded type. Doorframes shall be furnished with a minimum of three jamb anchors and one floor anchor per jamb. For wall conditions that do not allow the use of a floor anchor, an additional jamb anchor shall be provided. Rubber silencers shall be furnished for installation into factory-predrilled holes in door frames; adhesively applied silencers are not acceptable. Where frames are installed in plaster or masonry walls, plaster guards shall be provided on doorframes at hinges and strikes. Reinforcing of door assemblies for closers and other required hardware shall be in accordance with ANSI A250.8 and the conditions of the fire door assembly listing when applicable. Exterior doors shall have top edges closed flush and sealed against water penetration.

Weather-stripping shall be as follows: Weather-stripping for head, jamb and bottom of doors shall be manufacturer's standard elastomeric type of synthetic rubber, vinyl, or neoprene and shall be installed at the factory or on the jobsite in accordance with the door frame manufacturer's recommendations. Air leakage rate of weather-stripping shall not exceed 0.20 cfm per linear foot of crack when tested in accordance with ASTM E 283 at standard test conditions.

Doors and frames shall be phosphatized and primed with standard factory primer system. Doors and frames shall receive two field coats of paint per Section 09900.

2.3.5 Builder's Hardware

Hardware shall conform to the requirements specified herein and shall be as follows for each door:

HW-1 (Bathrooms)	3 Ea.	Hinges, A8112 4½ x 4½ 652
	1 Ea.	Deadlock, E06062 626
	1 Ea.	Pullplate, J405 4x16 630
	1 Ea.	Pushplate, J301 8x16 630
	1 Ea.	Closer, C02021, PT4G, PT4H 689
	1 Ea.	Threshold, J36130 x Length Req'd
	1 Ea.	Raindrip
HW-2 (Storage)	3 Ea.	Hinges, A8112 4½ x 4½ 652
	1 Ea.	Lockset, 1000, GR1, F09 626
	1 Ea.	Closer, C02021, PT4G, PT4H 689
	1 Ea.	Threshold, J36130 x Length Req'd
	1 Ea.	Raindrip

Requirements for hardware to be mounted on metal doors or metal frames shall be coordinated between hardware manufacturer and door or frame manufacturer by use of templates and other information to establish location, reinforcement required, size of holes, and similar details. Templates of hinges shall conform to BHMA A156.7.

Hinges shall conform to BHMA A156.1. Hinges used on metal doors and frames shall also conform to BHMA A156.7. Except as otherwise specified, hinge sizes shall conform to the hinge manufacturer's printed recommendations.

To the maximum extent possible, locksets, latchsets and deadlocks, and all components thereof, including cylinders and removable cores, shall be the products of a single manufacturer. Lock fronts for double-acting doors shall be rounded. Strikes for wood frames and pairs of wood doors shall be furnished with wrought boxes.

Bored lock, latchsets, and strikes shall be series 4000 and shall conform to BHMA A156.2, Grade 1. Bored type locks and latches for doors 1-3/8 inches thick and over shall have adjustable bevel fronts or otherwise conform to the shape of the door.

Lock cylinders shall comply with BHMA A156.5. Lock cylinder shall have not less than six pins. Cylinders shall have key removable type cores.

Lock trim shall be cast, forged, or heavy wrought construction of commercial plain design. In addition to meeting the test requirement of BHMA A156.2 or BHMA A156.13, knobs, lever handles, roses, and escutcheons shall be 0.050 inch thick, if unreinforced. If reinforced, the outer shell shall be 0.035 inch thick and the combined thickness shall be 0.070 inch except that knob shanks shall be 0.060 inch thick. Knob diameter shall be 2-1/8 to 2-1/4 inches. Lever handles shall be of plain design with ends returned to no more than 1/2 inch from the door face.

Locks shall be keyed in sets or subsets as scheduled. Change keys for locks shall be stamped with change number and the inscription. They will not be property of U.S. Government. Keys shall be supplied as follows:

Locks: 3 change keys each lock.

The keys shall be furnished to the Contracting Officer in sets or subsets as scheduled.

Door closing devices shall conform to BHMA A156.4, Grade 1. Closing devices shall be products of one manufacturer for each type specified. The opening resistance of closing devices shall not exceed 15 lb. applied at the latch stile or exceed 5 lb. where low opening resistance is scheduled.

Architectural door trim shall conform to BHMA A156.6.

Kick plates shall be Type [J106 plastic in color. Width of plates shall be 2 inches less than door width for single doors and 1 inch less for pairs of doors. Height shall be 12 inches, except where the bottom rail is less than 12 inches the plate shall extend to within 1/2 inch of the panel mold or glass bead. Edges of metal plates shall be beveled.

Auxiliary hardware, consisting of door holders, door stops, and roller latches, shall conform to BHMA A156.16.

Thresholds shall conform to BHMA A156.21 and be ADA wheelchair accessible. Thresholds for exterior doors shall be extruded aluminum of the type indicated and shall provide proper clearance and an effective seal with specified weather stripping.

Extruded aluminum, not less than 0.07 inch thick, mill finished. Door sill rain drips shall be 1-1/2 inches to 1-3/4 inches high by 5/8 inch projection.

Weather seals of the type indicated shall consist of extruded aluminum retainers not less than 0.07 inch wall thickness with vinyl, neoprene, silicone rubber, polyurethane or vinyl brush inserts. Aluminum shall be clear anodized. Weather seal material shall be of an industrial/commercial grade. Seals shall remain functional through all weather and temperature conditions. Air leakage rate of weather stripping shall not exceed 0.5 cubic feet per minute per lineal foot of crack when tested in accordance with ASTM E 283 at standard test conditions.

Wall stops, floor stops and combination stop and holders shall conform to BHMA A156.16.

Fastenings of proper type, size, quantity, and finish shall be supplied with each article of hardware. Machine screws and expansion shields shall be used for attaching hardware to concrete or masonry. Fastenings exposed to the weather in the finished work shall be of brass, bronze, or stainless steel.

Unless otherwise specified, finishes shall conform to those identified in BHMA A156.18. Where painting of primed surfaces is required, painting is specified in Section 09900 PAINTING, GENERAL.

2.3.6 Structural Wood Components

The American Plywood Association (APA) shall approve all plywood and structural wood components.

All laminated structural panels shall have available test data done by a Building Officials and Code Administrators (BOCA) licensed third party professional engineering agency. Testing has been done for racking, compressive and transverse loadings in accordance with the American Society for Testing materials (ASTM) E-72-80.

Panels shall be laminated with adhesive approved by the International Congress of Building Officials (ICBO) test report #3462.

2.3.7 Hollow Clay or Shale Brick

Hollow clay or shale brick shall conform to ASTM C 652, Type HBS. Brick size shall be modular and nominal size of the brick used shall be 2 1/4 inches thick, 3 5/8 inches wide, and 7 5/8 inches long.

Mortar shall be Type S in accordance with the proportion specification of ASTM C 270 except Type S cement-lime mortar proportions shall be 1 part cement, $\frac{1}{2}$ part lime and 4 $\frac{1}{2}$ parts aggregate; Type N cement-lime mortar proportions shall be 1 part cement, 1 part lime and 6 parts aggregate; when masonry cement ASTM C 91 is used the maximum air content shall be limited to 12 percent and performance equal to cement-lime mortar shall be verified. Verification of masonry cement performance shall be based on ASTM C 780 and ASTM C 1072.

Weep hole ventilators shall be prefabricated aluminum grill type vents designed to prevent insect entry with maximum air entry. Ventilators shall be sized to match modular construction with a standard $\frac{3}{8}$ -inch mortar joint.

The color of the brick and mortar shall be selected to match the existing New Madrid Historical Museum located on the east end of the Project at Main Street adjacent to the proposed location of the restroom facility. Samples of the brick and mortar shall be submitted to the Contracting Officer for approval.

2.3.8 Skylights

Skylights shall be a WASCO Thermalized Skywindow brand unit Model GA, as manufactured by Wasco Products, Inc., Sanford, ME or equal. They shall be factory assembled units, each consisting of 0.75 inch insulated glass glazing, extruded aluminum retainer with welded corner joints and a bronze baked enamel finish, a curb frame constructed from a vinyl extrusion with heat fused corners producing a one-piece frame. Frame includes integral 3" nailing and flashing flange, a co-extruded weather gasket and integral condensation gutter. Glass cushion system shall have rigid extruded aluminum frame with snap-in high impact molded polycarbonate blocks, soft bumpers, and perimeter gasketing between retainer and glass. A gasket shall be installed between the retainer and curb frame at the high side. Fasteners shall be aluminum anodized screws.

Unit to withstand minimum structural positive loads of 60 PSF and negative or uplift loads of 40 PSF when tested in accordance with ANSI/ASTM 330 or AAMA 1605.11-87.

Air infiltration to be limited to .25 CFM/FT of seal perimeter when tested in accordance with ANSI/ASTM E283 with a differential pressure across assembly of 1.56 PSF.

Water infiltration: No penetration when tested in accordance with ANSI/ASTM E331 with a test pressure differential of 15 PSF.

Insulated glass will meet Class A requirements according to ASTM E774 and ASTM E773 test method.

Products will meet NWWDA I.S. 7-87 standard performance grade 60.

Products will meet performance requirements or CAN/CGSB-63.14- M89.

Product designed to provide controlled collection of condensation and evaporation of moisture to interior only. In order to prevent disablement of weep to exterior system by freezing or clogging and to minimize air infiltration.

2.4 FABRICATION

All base plates, stiffener plates, U-clips, and end plates shall be factory welded into place and bolt connection holes shall be factory cut.

Welded connections shall be made by certified welders in accordance with AWS Specifications and be supervised by an AWS certified welding inspector.

Red oxide rust inhibitive modified alkyd primer on raw steel prepared according to SSPC-SP2.

2.5 MINI MIZER TOILET

Toilets shall be high impact white fiberglass ADA Mini Mizer low volume flushing toilets 22" wide x 21-3/4" deep and 26" high with open front and solid seat. The molded toilet bench and pedestal shall be fire resistant and will not support combustion. The fiberglass components are to be a minimum of 0.175" thick and contoured to provide an easy to clean surface with a shape that allows for few points to grab and that reduces the opportunity for vandalism. The fiberglass shall be made with a medium viscosity thixotropic laminating resin promoted for a room temperature with MEKP. The gel coat finish shall be a 15 mil white coat of neopentyl glycol isophthalic base resin designed for sanitary ware applications. The gel coat shall have superior weather resistance and shall have high gloss retention. Ceramic type fixtures will not be accepted.

The flush valve shall have all brass fixtures with a polished chrome finish for sanitary conditions and for easy cleaning. The valve shall be of a low profile design to reduce vandalism. The valve shall be equipped with an Allen screw adjustment that controls the water flow.

The toilet seats shall be injected molded of high strength impact and chemical resistant polypropylene. The matching check hinges shall be integrally molded, stainless steel posts fitted with stainless steel washers and nuts.

The flushing mechanism shall be composed of stainless steel and resin molded pieces. All hardware shall be corrosion resistant.

The low volume adjustable flush shall use approximately 2 liters and shall operate on a minimum of 30 psi.

To prevent freezing, a gravity flow central drain system is required for all fixtures.

2.6 URINAL

Urinals shall be high impact white fiberglass approximately 22" wide x 19" deep and 38" high with open front. The molded components shall be fire

resistant and will not support combustion. The fiberglass components are to be a minimum of 0.175" thick and contoured to provide an easy to clean surface with a shape that allows for few points to grab and that reduces the opportunity for vandalism. The fiberglass shall be made with a medium viscosity thixotropic laminating resin promoted for a room temperature with MEKP. The gel coat finish shall be a 15 mil white coat of neopentyl glycol isophthalic base resin designed for sanitary ware applications. The gel coat shall have superior weather resistance and shall have high gloss retention. Ceramic type fixtures will not be accepted.

The flush valve shall have all brass fixtures with a polished chrome finish for sanitary conditions and for easy cleaning. The valve shall be of a low profile design to reduce vandalism. The valve shall be equipped with an Allen screw adjustment that controls the water flow.

The flushing mechanism shall be composed of stainless steel and resin molded pieces. All hardware shall be corrosion resistant.

To prevent freezing, a gravity flow central drain system is required for all fixtures.

2.7 TOILET TISSUE HOLDER

Toilet tissue holders shall be high impact fiberglass ADA toilet tissue holders. The overall size of the holder to be 15" wide x 3-1/4" deep and 14-1/2" high per specifications and prints. The toilet roll holder rods shall be strong, corrosion-resistant 1-1/2" x 1/8" aluminum with aluminum mounting brackets and shall have a tamper proof locking device. Each unit shall hold four large capacity paper tissue rolls and shall permit fast, efficient roll changes. The holder shall be surface mounted using non-removable stainless steel screws. The molded toilet tissue holder shall be fire resistant and will not support combustion.

The fiberglass components are to be contoured to provide an easy clean surface with a shape that allows for few points to grab and that reduces the opportunity for vandalism. The fiberglass shall be made with a medium viscosity thixotropic laminating resin promoted for a room temperature cure with MEKP. The gel coat finish shall be a 15 mil white coat of neopentyl glycol isophthalic base resin designed for sanitary ware applications. The gel coat shall have superior weather resistance and shall have high gloss retention. Ceramic type fixtures will not be accepted.

The hardware shall be stainless steel or aluminum and corrosion resistant. Shut-off valves shall be keyless.

2.8 HANDWASH SINK

Handwash sinks shall be high impact fiberglass ADA handwash sinks with the overall dimensions of each unit to be 19-1/4" wide x 19" long x 8-1/2" deep. The water valve shall be a slow close automatic adjustable flow valve operated by a push button flush mounted on the side of the face of the sink. The sink body parts will consist of an upper and lower component and the unit is to be installed with #8x1" stainless steel screws. The molded sink

shall be fire resistant and will not support combustion. Ceramic type fixtures will not be accepted.

The fiberglass components are to be contoured to provide an easy to clean surface with a shape that allows for few points to grab and that reduces the opportunity for vandalism. The fiberglass shall be made with a medium viscosity thixotropic laminating resin promoted for a room temperature cure with MEKP. The gel coat finish shall be a 15 mil white coat of neopentyl glycol isophthalic base resin designed for sanitary ware applications. The gel coat shall have a superior weather resistance and shall have a high gloss retention. Ceramic type fixtures will not be accepted.

All hardware shall be corrosion resistant brass, stainless steel or aluminum. Shut-off valves shall be keyless.

The drain fitting shall be white ASB resin with a watertight silicon gasket.

2.9 MISCELLANEOUS SPECIALITIES

2.9.1 Mirrors

24"x36" polished stainless steel mirror over each sink. Attach to wall with non-removable stainless steel screws.

2.9.2 Paper Towel Dispenser

The paper towel dispenser shall be a stainless steel multifolded type that can hold at least 500 sheets.

2.9.3 36" and 42" Grab Bars

ADA approved 1-1/2" diameter stainless steel grab bars with concealed fasteners shall be installed to meet ADA standards.

2.9.4 Soap Dispenser

Soap dispenser shall be ADA compliant push bar type and hold a minimum of 30 ounces of liquid soap.

2.9.5 Barrier Free Stainless Steel Drinking Fountain

Wall mounted outdoor drinking fountains with lever type handles and freeze plug located as shown on the plans. One fountain shall be ADA accessible.

2.9.6 Bulletin Board

Provide a bulletin board measuring approximately 3 feet tall, 6 feet long and a minimum 3/4" clear inside depth to be installed as shown on the Contract Plans. The bulletin board shall have a metal frame and two lockable doors with shatterproof clear acrylic panels.

2.10 TOILET COMPARTMENTS

Toilet compartments shall be floor mounted, overhead braced, with non-corrosive doors, panels and pilasters similar and equal to Poly-Marble HD compartments as manufactured by Santana Products, Inc., Scranton, PA. with hardware as specified herein.

Panels, doors and pilasters shall be fabricated from High Density Polyethylene (HDPE) containing a minimum of 50% recycled material manufactured under high pressure forming a single component section which is waterproof, non-absorbent and has a self-lubricating surface that resists marking with pens, pencils, or other writing utensils. All panels, doors and pilasters to arrive at job site with special protective covering. Characteristics : dual component compression molded High Density Polyethylene (HDPE) of solid Poly-Marble HD virgin resin materials in colors that extend throughout the surface. The panels, doors and pilasters shall have recycled material (HDPE) as the core material. Doors, panels and pilasters shall be a minimum of 1" thick and all edges machined to a radius of .250" and all exposed surfaces to be free of saw marks.

Fabrication: Dividing panels and doors shall be 55" high and mounted at 14" above finished floor. Pilasters shall be 82" high, mounted within a one-piece plastic shoe with one-way theft-proof, stainless steel hex bolts. Finish of doors, panels and pilasters shall be similar to Santana Products, Inc, "Plastic-Glaze 280". Color of doors, panels and pilasters to be selected from the standard Poly-Marble HD Color range. Aluminum edging strips to be fastened to the bottom edge of all doors and panels using vandal proof stainless steel fasteners.

Poly-Marble HD to be independently certified in writing by the manufacturer indicating compliance to appropriate building codes governing the project as it applies to the use of "Plastic in a commercial building".

Manufacturer to supply a written warranty covering all Poly-Marble HD plastic components against breakage, corrosion and delamination for a period of 15 years.

Door hardware shall be as follows:

Hinges shall be integral hinge system. Pilaster to be machined to accept door and hinge mechanism. Hinge mechanism consists of a 2 piece ½" diameter nylon pin with "Cam Action" and a 3/16" stainless steel pin inserted into lower portion of pilaster and door. A one-piece ½" diameter, 4" long nylon pin to be inserted into the top portion of the pilaster and door. Door closures to be factory set to accommodate all conditions and allow for a positive opening and closing action free of impediment.

Each door to include (1) door pull, (1) wall stop and (1) through bolted clothing hook.

Door strike and keeper shall be fabricated from heavy aluminum extrusion (6364-T5 Alloy) with clear anodized finish with wrap around flange surface mounted and thru-bolted to door with one-way hex bolts. Size of strike shall be 6" in length.

Door latch housing shall be fabricated from heavy aluminum extrusion (6364-T5 Alloy) with clear anodized finish, surface mounted and thru-bolted to door with one-way hex bolts. Slide bolt and button shall be heavy aluminum with "Tough-Coat Black" finish.

Solid color plastic pilaster shoes shall be anchored to finished floor with plastic anchors and No. 14x1-1/2" stainless steel Phillips head screws. Full length continuous plastic wall brackets (shall be solid color) weighing not less than .822 lbs. Per linear foot. Brackets shall be used for all panels to pilaster, pilasters to wall and panel to wall connections. Wall brackets shall be thru-bolted to panels and pilasters with one-way hex bolts. Attachment of brackets to adjacent wall construction shall be accomplished by No. 14 x 1-1/2" stainless steel Phillips head screws anchored directly behind the vertical edge of panels and pilasters at 12" intervals along the full length of bracket and at each 12" interval alternately spaced between anchor connections.

Headrail shall be heavy aluminum extrusion (6364-T5 Alloy) with mill finish in anti-grip configuration weighing not less than 1.888 lbs. per linear foot as manufactured by Santana Products, Inc. Headrail shall be fastened to tops of pilasters and headrail brackets by thru-bolting with one-way stainless steel hex bolts. (No cadmium plated hex bolts allowed)

Headrail brackets shall be 18 gauge stainless steel.

2.11 ELECTRICAL

Restroom electrical package to include:

Wall mounted fixture

Wall Outlets - Duplex Outlets 20a, 125v, 3 wire, 1 pole grid, Hubbell

Weather Proof GFCI 1 Type

Wall Outlet Junction Box

Switch Outlet - AC Type, Single Pole, 15a, 125v - 270v Hubbell

Power Panel, Westinghouse

Branch Circuit

All wiring by electrical contractor to meet local and national electrical codes.

2 each heaters, Qmark 2000 watt; 240V, 6842 BTUH, tamper resistant surface mount

All electrical components listed provide minimum acceptance standards. Approved equal components meeting NEC and local codes may be approved by the contracting officer.

2.12 SEE SECTION 16415 ELECTRICAL WORK

3 EXECUTION

The restroom shall be set on concrete slab foundation constructed by the Contractor per the details in the Contract Plans. The structure shall be attached to the top of the concrete by use of anchor bolts furnished by the Manufacturer and installed by the Contractor. Anchor bolts shall be inside the column.

Install according to manufacturer's plans.

DIVISION 2 - SITE WORK

SECTION 02876

PREFABRICATED GAZEBO

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SECTION 02876

PREFABRICATED GAZEBO

1 GENERAL

1.1 RELATED SECTIONS

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1.1.5 Painting, Section 09900

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1.2 REFERENCES

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC FCD	(1995a) Quality Certification Program Description
AISC ASD Manual	(1989) Manual of Steel Construction Allowable Stress Design
AISC LRFD Vol I	(1995) Manual of Steel Construction Load & Resistance Factor Design, Vol I: Structural Members, Specifications & Codes
AISC LRFD Vol II	(1995) Manual of Steel Construction Load & Resistance Factor Design, Vol II: Structural Members, Specifications & Codes

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M	(1997a) Carbon Structural Steel
ASTM A 325	(1996) Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
ASTM A 500	(1999) Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes

ASTM A 501	(1999) Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
ASTM A 514/A 514M	(1994a) High-Yield-Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding
ASTM A 570, Grade 55	(1999) Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
ASTM E 165	(1995) Liquid Penetrant Examination Inspection Method
ASTM E 709	(1995) Magnetic Particle Examination

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1	(1994) Structural Welding Code - Steel
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STRUCTURAL STEEL PAINTING COUNCIL (SSPC)

SSPC SP-2	As outlined in AISC 6.5
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1.3 SYSTEM DESCRIPTION

1.3.1 Description

The Gazebo structure shall be of a hexagon shape (six sides) with the overall dimensions, general layout and description as shown in the contract plans. The pre-engineered package shall be delivered as a pre-cut and prefabricated package that shall include the structural steel frame members, roof covering and installation instructions. All field connections shall use bolts or screws; and connections shall be concealed where possible. Field welding will not be allowed.

1.3.2 Building Code

The Gazebo shall be designed in accordance with the Uniform Building Code (UBC), 1997 edition.

1.3.3 Design Loads

The design loads for the Gazebo pre-engineered steel frame shall be computed per ASCE 7-98 as follows:

Roof Live Load - 20 psf
Ground Snow Load - 15 psf
Wind Speed - 90 mph; Importance factor - 1.07
Earthquake - Seismic Zone 3

1.3.4 Assembly

The Gazebo structure shall be shipped in knocked-down components and assembled on site on a concrete slab foundation constructed by the Contractor as shown in the contract plans. The structure shall be attached to the top of the concrete slab by anchor bolts as specified by the manufacturer and furnished by the Contractor. Anchor bolts shall be concealed inside the columns.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Drawings

Detail Drawings; GA

Shopdrawings and Calculations;

Submit 4 sets shop drawings and structural calculations signed and sealed by a Professional Engineer. The calculations shall list all design codes and loads used in the design. All foundation reactions must be shown on the shop drawings.

1.5 QUALITY ASSURANCE

Provide evidence of commitment of quality craftsmanship as demonstrated by the following;

1.5.1 Supplier Qualifications:

The supplier shall meet the following qualifications:

The product shall be designed and produced at a facility owned and directly supervised by the supplier. The product shall be shipped from a single source.

The supplier shall have been making steel frame pre-manufactured shelters for a minimum of five years and list three similar projects completed in the last three years.

Full time on-staff licensed engineer.

Full time on-staff quality control manager.

Published quality assurance manual.

Full time on-staff AWS certified welding inspectors.

Continued certification by an independent inspection agency.

1.5.2 Certifications

The manufacturer shall provide proof of certification of their products for the last five years.

1.6 DELIVERY AND STORAGE

Unload materials with necessary equipment in accordance with manufacturer's instructions, store covered out of weather, and keep out of direct sun. Inspect parts within 48 hours of delivery, compare with manufacturer's bill of material, and report any missing or non-conforming parts to manufacturer within this time.

1.7 WARRANTY

The prefabricated Gazebo described in the contract plans and this specification shall be warranted against defects due to materials and workmanship for a period of 5 years.

2 PRODUCTS

2.1 SIZE

The prefabricated restroom shall be constructed to the overall dimensions and description as shown on the contract plans.

2.1.1 Railings And Overhead Ornamentation

The railing and ornamentation package shall be a diamond pattern. Picket style railing ornamentation will not be accepted. It shall consist of five handrails, six overhead ornamentation sections and six upper sections between the roof and the cupola.

The lower handrails shall be 36" high and span from column to column. The main horizontal rail shall be 3/8" x 2", the vertical pickets shall be 1/2" x 1/2" and be 6-3/8" on center. The diamond ornaments shall be formed from 3/16" x 3/4" bar stock bent to form approximately 6-1/2" squares measured from point to point. Diamonds shall be individually welded above the pickets. Each section shall be structurally fastened to the column.

The overhead ornamentation shall span from column to column under the eave (tension) member on all sides. The ornamentation is to be 7-1/4" high and have curved corner brackets at each column, a total of 12 Corbels. It shall be fabricated in the same fashion as the lower rails. It shall be structurally fastened to the columns.

The upper ornamentation shall span from juncture column to juncture column in all openings between the roof and the cupola.

All ornamental components shall be fabricated by certified welders. The components shall be fabricated from solid steel shapes minimum grade ASTM A36 structural steel. All ornamental components shall be individually formed

from solid steel material. There shall be no overlapping, lattice effects, or through piercing designed into the components. All ornamental components shall be solidly and completely welded to one another. There shall be no tack welding. All assemblies and ornamental components shall be cleaned of slag and dress ground if required. All railing and ornamentation components shall be zinc plated after fabrication is complete.

2.1.2 Roof System

Roof panels shall be 24 gauge painted galvanized roof decking with 12" on center 1-1/4" high ribs. They shall be precut into panels 3' wide by length from eave to ridge. Angles shall be precut. Ribs shall run with the pitch of the roof for proper drainage. All roof design shall meet this specification or will be rejected by the owner. Box design roofing will not be accepted.

Panels and matching trim shall be pre-painted with a Kynar 500 paint system to a color selected from the standard color chart.

A complete trim package shall be supplied. Unless otherwise specified, trim parts shall be 26 gauge painted galvanized steel.

Ridge trim shall be as follows: panel end caps shall be pre-bent to a "U" shape to fit over ridge end of roof panels. The inside of the "U" shall match the roof color. Ridge caps shall be pre-formed metal strips with a single central bend to match the roof pitch. They shall be hemmed on the sides. A pre-formed metal roof cap shall be supplied.

Eave trim shall be as follows:

"J" channel shall be shaped like a "J" with colored metal on the outside wrapped around 20 gauge galvanized core material. "J" channel shall be applied all along the eave to strengthen and straighten the eave.

Eave splice channels shall be provided to fit behind "J" channel butt joints to create strength at the joint and maintain a straight eave line. Drain holes shall be punched 3" center to center with a diameter of 1/2 ".

Special "J" channel corner trim shall be provided which fits over the main "J" channel to simplify final detailing of corners. Fascia trim shall be furnished for all roofing edges and cupola.

2.2 ACCEPTABLE MANUFACTURER

POLIGON, a Division of W.H. Porter, Inc., Holland, Michigan, Receive pricing from Hammill & Associates, Inc. Birmingham, AL / 800 423-6661.

The contracting officer may approve an approved equal manufacturer. All material, fixtures and miscellaneous specialties supplied by other manufacturers must meet the standards specified in this specification.

2.3 MATERIALS

2.3.1 Structural Framing

Structural steel tube minimum ASTM A500 grade B. "I" beams, tapered columns, open channels, or wood products will not be accepted.

2.3.2 Fasteners

ASTM A325 structural bolts, ASTM A307 anchor bolts, self-tapping screws, rivets.

2.4 FABRICATION

All base plates, stiffener plates, U-clips, and end plates shall be factory welded into place and bolt connection holes shall be factory cut.

Welded connections shall be made by certified welders in accordance with AWS Specifications and be supervised by an AWS certified welding inspector.

Red oxide rust inhibitive modified alkyd primer on raw steel prepared according to SSPC-SP2.

2.5 ELECTRICAL

The gazebo shall be factory fabricated to conceal wiring in the columns for lighting.

3 EXECUTION

The gazebo shall be set on a concrete slab foundation constructed by the contractor per the details in the contract plans. The structure shall be attached to the top of the concrete by use of anchor bolts furnished by the manufacturer. Anchor bolts shall be inside the column. Install according to manufacturer's plans and specifications.

DIVISION 2 - SITE WORK

SECTION 02922

SODDING

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SECTION 02922

SODDING

PART 1 GENERAL

1.1 REFERENCES

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 602	(1995a) Agricultural Liming Materials
ASTM D 4972	(1995a) pH of Soils
ASTM D 5268	(1992; R 1996) Topsoil Used for Landscaping Purposes
ASTM D 5883	(1996el) Use of Rotary Kiln Produced Expanded Shale, Clay or Slate (ESCS) as a Mineral Amendment in Topsoil Used for Landscaping and Related Purposes

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals having a "FIO" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-09 Test Reports

Soil Test;

Certified reports of inspections and laboratory tests, prepared by an independent testing agency, including analysis and interpretation of test results. Each report shall be properly identified and shall show the application rates for all soil amendments required to achieve a healthy and thriving stand of Kentucky Bluegrass turf. Test methods used and compliance with recognized test standards shall be described. See paragraph 3.1.3 SOIL TEST.

SD-13 Certificates

Sod - FIO;
Topsoil - FIO;
pH Adjuster - FIO;
Fertilizer - FIO;
Organic Material - FIO;
Soil Conditioner - FIO;
Pesticide - FIO;
Pest Management Coordinator - FIO;

Prior to the delivery of materials, provide certificates of compliance attesting that materials meet the specified requirements. Certified copies of the material certificates shall include the following:

- a. Sod. Classification, botanical name, common name, mixture percentage of species, percent purity, quality grade, field location and state certification.
- b. pH Adjuster. Calcium carbonate equivalent and sieve analysis.
- c. Fertilizer. Chemical analysis and composition percent.
- d. Organic Material: Composition and source.
- e. Soil Conditioner: Composition and source.
- f. Pesticide. EPA registration number and registered uses.

1.3 SOURCE INSPECTION

The sources of sod material and delivered topsoil shall be subject to inspection.

1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.4.1 Delivery

1.4.1.1 Sod

Sod shall be protected during delivery to prevent desiccation, internal heat buildup, or contamination.

1.4.1.2 Delivered Topsoil

Prior to the delivery of any topsoil, its suitability shall be verified as defined in paragraph 2.2 TOPSOIL. Soil testing and the recommended soil amendments shall be provided and paid for by the Contractor for all topsoil delivered to the site. See paragraph 3.1.4 SOIL TEST.

1.4.1.3 Soil Amendments

Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.

1.4.1.4 Pesticides

Pesticide material shall be delivered to the site in the original, unopened containers bearing legible labels indicating the EPA registration number and the manufacturer's registered uses.

1.4.2 Inspection

Sod shall be inspected upon arrival at the job site for conformity to species. Sod shall be checked for visible broadleaf weeds, and a visible consistency with no obvious patches of foreign grasses that exceed 2 percent of the canopy. Sod that is heating up, dry, moldy, yellow, irregularly shaped, torn, or of uneven thickness shall be rejected. Other materials shall be inspected for compliance with specified requirements. Open soil amendment containers or wet soil amendments; topsoil that contains slag, cinders, stones, lumps of soil, sticks, roots, trash or other material over a minimum 1-1/2 inch diameter; and topsoil that contains viable plants and plant parts, shall be rejected. Unacceptable materials shall be removed from the job site.

1.4.3 Storage

1.4.3.1 Sod

Sod shall be stored in designated areas and kept in a moist condition by watering with a fine mist, and covered with moist burlap, straw, or other covering. Covering shall allow air to circulate, preventing internal heat from building up. Sod shall be protected from exposure to wind and direct sunlight until installed.

1.4.3.2 Other Material Storage

Materials shall be stored in designated areas. Lime and fertilizer shall be stored in cool, dry locations, away from contaminants. Chemical treatment material shall be stored according to manufacturer's instructions and not with sod operation materials.

1.4.4 Handling

Sod shall not be damaged during handling. Materials shall not be dropped or dumped from vehicles.

1.4.5 Time Limitation

Time limitation between harvesting and installing sod shall be a maximum 36 hours.

PART 2 PRODUCTS

2.1 SOD

2.1.1 Sod Classification

State-approved nursery-grown sod shall be provided as classified by applicable state laws. Sod section shall be sized to permit rolling and lifting without breaking.

2.1.2 Sod Grass Species

Sod grass species shall be proportioned as follows:

Botanical Name	Common Name	Mixture Percent
_____	_____	_____

Poa pratensis	Kentucky	85% Purity
	Bluegrass	80% Germination
		1.00% Max. Weed Seed

2.1.3 Quality

Sod shall be free of thatch, diseases, nematodes, soil-borne insects, weeds or undesirable plants, stones larger than 1 inch in diameter, woody plant roots, and other materials detrimental to a healthy stand of grass plants. Broadleaf weeds and patches of foreign grasses shall be a maximum 2 percent of the sod section.

2.1.4 Thickness

Sod shall be machine cut to a minimum 1-3/8 inch thickness. Measurement for thickness shall exclude top growth and thatch.

2.1.5 Anchors

Sod anchors shall be as recommended by the sod supplier.

2.1.6 Substitutions

Substitutions will not be allowed without written request and approval from the Contracting Officer.

2.2 SOIL AMENDMENTS

Soil amendments shall consist of pH adjuster, fertilizer, organic material, and soil conditioners meeting the following requirements. Vermiculite shall not be used.

2.2.1 pH Adjuster

The pH adjuster shall be an agricultural liming material in accordance with ASTM C 602. These materials may be burnt lime, hydrated lime, ground limestone, or shells. The pH adjuster shall be used to create a favorable soil pH for the plant material specified.

2.2.1.1 Limestone

Limestone material shall contain a minimum calcium carbonate equivalent of 80 percent. Gradation: A minimum 95 percent shall pass through a No. 8 sieve and a minimum 55 percent shall pass through a No. 60 sieve. To raise soil pH, ground limestone shall be used.

2.2.1.2 Hydrated Lime

Hydrated lime shall contain a minimum calcium carbonate equivalent of 110 percent. Gradation: A minimum 100 percent shall pass through a No. 8 sieve and a minimum 97 percent shall pass through a No. 60 sieve.

2.2.1.3 Burnt Lime

Burnt lime shall contain a minimum calcium carbonate equivalent of 140 percent. Gradation: A minimum 95 percent shall pass through a No. 8 sieve and a minimum 35 percent shall pass through a No. 60 sieve.

2.2.2 Fertilizer

Fertilizer shall be as recommended by the soil test. Fertilizer shall be controlled release commercial grade, free flowing, uniform in composition, and consist of a nitrogen-phosphorus-potassium ratio. The fertilizer shall be derived from sulphur coated urea, urea formaldehyde, plastic or polymer coated pills, or isobutylenediurea (IBDU). Fertilizer shall be balanced with the inclusion of trace minerals and micro-nutrients.

2.2.3 Nitrogen Carrier Fertilizer

Nitrogen Carrier Fertilizer shall be as recommended by the soil test. Nitrogen carrier fertilizer shall be commercial grade, free flowing, and uniform in composition. The fertilizer may be a liquid nitrogen solution.

2.2.4 Organic Material

Organic material shall consist of either bonemeal, rotted manure, decomposed wood derivatives, recycled compost, or worm castings.

2.2.4.1 Bonemeal

Bonemeal shall be finely ground, steamed bone product containing from 2 to 4 percent nitrogen and 16 to 40 percent phosphoric acid.

2.2.4.2 Rotted Manure

Rotted manure shall be unleached horse, chicken or cattle manure containing a maximum 25 percent by volume straw, sawdust, or other bedding materials. Manure shall contain no chemicals or ingredients harmful to plants. The manure shall be heat treated to kill weed seeds and be free of stones, sticks, and soil.

2.2.4.3 Decomposed Wood Derivatives

Decomposed wood derivatives shall be ground bark, sawdust, yard trimmings, or other wood waste material free of stones, sticks, soil, and toxic substances harmful to plants, fully composted or stabilized with nitrogen.

2.2.4.4 Recycled Compost

Compost shall be a well decomposed, stable, weed free organic matter source. Compost shall be derived from food; agricultural or industrial residuals; biosolids (treated sewage sludge); yard trimmings; or source-separated or mixed solid waste. The compost shall possess no objectionable odors and shall not resemble the raw material from which it was derived. The material shall not contain substances toxic to plants. Gradation: The compost material shall pass through a 3/8 inch screen, possess a pH of 5.5 to 8.0, and have a moisture content between 35-55 percent by weight. The material shall not contain more than 1 percent or less by weight of man-made foreign matter. Compost shall be cleaned of plastic materials larger than 2 inches in length.

2.2.4.5 Worm Castings

Worm castings shall be screened from worms and food source, and shall be commercially packaged.

2.2.5 Soil Conditioner

Soil conditioner shall be sand, super absorbent polymers, calcined clay, or gypsum for use singly or in combination to meet the requirements for topsoil.

2.2.5.1 Sand

Sand shall be clean and free of toxic materials. Gradation: A minimum 95 percent by weight shall pass a No. 10 sieve and a minimum 10 percent by weight shall pass a No. 16 sieve. Greensand shall be balanced with the inclusion of trace minerals and nutrients.

2.2.5.2 Super Absorbent Polymers

To improve water retention in soils, super absorbent polymers shall be sized and applied according to the manufacturer's recommendations. Polymers shall be added as a soil amendment and be cross-linked polyacrylamide with an absorption capacity of 250-400 times its weight.

2.2.5.3 Calcined Clay

Calcined clay shall be granular particles produced from montmorillonite clay calcined to minimum temperature of 1200 degrees F. Gradation: A minimum 90 percent passing No. 8 sieve; a minimum 99 percent shall be retained on a No. 60 sieve; and a maximum 2 percent shall pass a No. 100 sieve. Bulk density: A maximum 40 pounds per cubic foot.

2.2.5.4 Gypsum

Gypsum shall be commercially packaged, free flowing, and a minimum 95 percent calcium sulfate by volume.

2.2.5.5 Expanded Shale, Clay, or Slate (ESCS)

Rotary kiln produced ESCS material shall be in conformance with ASTM D 5883.

2.3 WATER

Water shall be the responsibility of the Contractor. Water shall not contain elements toxic to plant life.

2.4 PESTICIDE

Pesticide shall be insecticide, herbicide, fungicide, nematocide, rodenticide or miticide. For the purpose of this specification, a soil fumigant shall have the same requirements as a pesticide. The pesticide material shall be EPA registered and approved.

PART 3 EXECUTION

3.1 SOD INSTALLATION TIME AND CONDITIONS

3.1.1 Sodding Time

Sod shall be installed from April 1 to Sept. 31, unless authorized by the Contracting Officer. No dry or frozen sod shall be used.

3.1.2 Sodding Conditions

Sodding operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the sodding operations, proposed alternate times shall be submitted for approval.

3.1.3 Soil Test

Delivered topsoil, existing soil in smooth graded areas, and stripped stockpiled topsoil shall be tested in accordance with ASTM D 5268 and ASTM D 4972 for determining the particle size, pH, organic matter content, textural class, chemical analysis, soluble salts analysis, and mechanical analysis. Sample collection on site shall be random over the entire site. Sample collection for stockpiled topsoil shall be at different levels in the stockpile. The soil shall be free from debris, noxious weeds, toxic substances, or other materials harmful to plant growth. The test shall determine the quantities and type of soil amendments required to meet local growing conditions for the sod species specified.

3.2 SITE PREPARATION

3.2.1 Finished Grade and Topsoil

Prior to the commencement of the sodding operation, the Contractor shall verify that finished grades are as indicated on drawings; the placing of topsoil, smooth grading, and compaction requirements have been completed in accordance with Section 02300 EARTHWORK.

3.2.2 Application of Soil Amendments

3.2.2.1 Applying pH Adjuster

The pH adjuster shall be applied at the rate recommended by the soil test. The pH adjuster shall be incorporated into the soil to a maximum 4 inch depth or may be incorporated as part of the tillage operation.

3.2.2.2 Applying Fertilizer

The fertilizer shall be applied at the rate recommended by the soil test. Fertilizer shall be incorporated into the soil to a maximum 4 inch depth or may be incorporated as part of the tillage or hydroseeding operation.

3.2.2.3 Applying Soil Conditioner

The soil conditioner shall be as recommended by the soil test. The soil conditioner shall be spread uniformly over the soil a minimum 1 inch depth

and thoroughly incorporated by tillage into the soil to a maximum 4 inches depth.

3.2.2.4 Applying Super Absorbent Polymers

Polymers shall be spread uniformly over the soil as recommended by the manufacturer and thoroughly incorporated by tillage into the soil to a maximum 2 inches deep prior to placement of sod.

3.2.3 Tillage

Soil on slopes up to a maximum 3-horizontal-to-1-vertical shall be tilled to a minimum 4 inches deep. On slopes between 3-horizontal-to-1-vertical and 1-horizontal-to-1 vertical, the soil shall be tilled to a minimum 2 inches deep by scarifying with heavy rakes, or other method. Rototillers shall be used where soil conditions and length of slope permit. On slopes 1-horizontal-to-1 vertical and steeper, no tillage is required. Drainage patterns shall be maintained as indicated on drawings. Areas compacted by construction operations shall be completely pulverized by tillage. Soil used for repair of surface erosion or grade deficiencies shall conform to topsoil requirements. The pH adjuster, fertilizer, and soil conditioner may be applied during this procedure.

3.2.4 Prepared Surface

3.2.4.1 Preparation

The prepared surface shall be a maximum 1 inch below the adjoining grade of any surfaced area. New surfaces shall be blended to existing areas. The prepared surface shall be rolled and completed with a light raking to remove from the surface debris and stones over a minimum 5/8 inch in any dimension.

3.2.4.2 Protection

Areas within the prepared surface shall be protected from compaction or damage by vehicular or pedestrian traffic and surface erosion.

3.3 INSTALLATION

Prior to installing sod, any previously prepared surface compacted or damaged shall be reworked to meet the requirements of paragraph SITE PREPARATION. Areas shall be sodded as indicated. Adequate soil moisture shall be ensured prior to sodding by spraying water on the area to be sodded and wetting the soil to a maximum 1 inch depth.

3.3.1 Installing Sod

Rows of sod sections shall be placed parallel to and tightly against each other. Joints shall be staggered laterally. The sod sections shall not be stretched or overlapped. All joints shall be butted tight. Voids and air drying of roots shall be prevented. Sod sections shall be laid across the slope on long slopes. Sod sections shall be laid at right angles to the flow of water in ditches. Sod sections shall be anchored on slopes steeper than 3-horizontal-to-1-vertical. Anchoring may be required when surface weight or pressure upon placed sod sections is anticipated to cause lateral movement. Sod anchors shall be placed a minimum 2 feet on center with a minimum 2 anchors per sod section.

3.3.2 Finishing

Displacement of the sod shall be prevented by tamping or rolling the sod in place and knitting the sod to the soil. Air pockets shall be eliminated and a true and even surface shall be provided. Frayed edges shall be trimmed, and holes or missing corners shall be patched with sod.

3.3.3 Rolling

The entire area shall be firmed with a roller not exceeding 90 pounds per foot roller width. Slopes over a maximum 3-horizontal-to-1 vertical shall not be rolled.

3.3.4 Watering Sod

Watering shall be started immediately after completing each day of installing sod. Water shall be applied at least 3 times per week to supplement rainfall, at a rate sufficient to ensure moist soil conditions to a minimum depth of 1 inch. Run-off, puddling, and wilting shall be prevented. Unless otherwise directed, watering trucks shall not be driven over turf areas. Watering of other adjacent areas or plant material shall be prevented.

3.4 APPLICATION OF PESTICIDE

When application of a pesticide becomes necessary to remove a pest or disease, a pesticide treatment plan shall be submitted and coordinated with the installation pest management program.

3.4.1 Technical Representative

The certified installation pest management coordinator shall be the technical representative, and shall be present at all meetings concerning treatment measures for pest or disease control. They may be present during treatment application.

3.4.2 Application

A state certified applicator shall apply required pesticides in accordance with EPA label restrictions and recommendations. Clothing and personal protective equipment shall be used as specified on the pesticide label. A closed system is recommended as it prevents the pesticide from coming into contact with the applicator or other persons. Water for formulating shall only come from designated locations. Filling hoses shall be fitted with a backflow preventer meeting local plumbing codes or standards. Overflow shall be prevented during the filling operation. Prior to each day of use, the equipment used for applying pesticide shall be inspected for leaks, clogging, wear, or damage. Any repairs are to be performed immediately.

3.5 RESTORATION AND CLEAN UP

3.5.1 Restoration

Existing turf areas, pavements, and facilities that have been damaged from the sodding operation shall be restored to original condition at Contractor's expense.

3.5.2 Clean Up

Excess and waste material shall be removed from the sodded areas and shall be disposed offsite. Adjacent paved areas shall be cleaned.

3.6 PROTECTION OF INSTALLED AREAS

Immediately upon completion of the sodding operation in an area, the area shall be protected against traffic or other use by erecting barricades and providing signage as required, or as directed.

DIVISION 2 - SITE WORK

SECTION 02930

EXTERIOR PLANTING

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SECTION 02930

EXTERIOR PLANTING

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA)

ANLA Z60.1 (1996) Nursery Stock

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A300 (1995) Tree Care Operations - Trees, Shrubs and other Woody Plant Maintenance

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 602 (1995a) Agricultural Liming Materials

ASTM D 4972 (1995a) pH of Soils

ASTM D 5034 (1995) Breaking Strength and Elongation of Textile Fabrics (Grab Test)

ASTM D 5035 (1995) Breaking Force and Elongation of Textile Fabrics (Strip Method)

ASTM D 5268 (1992; R 1996) Topsoil Used for Landscaping Purposes

ASTM D 5883 (1996el) Use of Rotary Kiln Produced Expanded Shale, Clay or Slate (ESCS) as a Mineral Amendment in Topsoil Used for Landscaping and Related Purposes

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Product Data

Geotextile;
Chemical Treatment Material;

Manufacturer's literature including physical characteristics, application and installation instructions for geotextile and chemical treatment material.

Application of Pesticide;

Pesticide treatment plan with sequence of treatment work with dates and times. The pesticide trade name, EPA registration number, chemical composition, formulation, concentration of original and diluted material, application rate of active ingredients, method of application, area treated, amount applied; and the name and state license number of the state certified applicator shall be included.

SD-04 Shop Drawings

Shop Drawings; FIO

Topsoil and Underground Utilities

Location of underground utilities and facilities; and availability of topsoil from the stripping and stock piling operation.

SD-09 Test Reports

Soil Test; FIO

Percolation Test; FIO

Certified reports of inspections and laboratory tests, prepared by an independent testing agency, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.

SD-13 Certificates

Plant Material; FIO

Topsoil; FIO

pH Adjuster; FIO

Fertilizer; FIO

Organic Material; FIO

Soil Conditioner; FIO

Organic Mulch; FIO

Mycorrhizal Fungi Inoculum; FIO

Pesticide; FIO

Prior to delivery of materials, certificates of compliance attesting that materials meet the specified requirements. Certified copies of the material certificates shall include the following.

a. Plant Material: Classification, botanical name, common name, size, quantity by species, and location where grown.

b. Topsoil: Particle size, pH, organic matter content, textural class, soluble salts, chemical and mechanical analyses.

- c. pH Adjuster: Sieve analysis and calcium carbonate equivalent.
- d. Fertilizer: Chemical analysis and composition percent.
- e. Organic Material: Composition and source.
- f. Soil Conditioner: Composition and source.
- g. Organic Mulch: Composition, source, and treatment against fungi growth.
- h. Mycorrhizal Fungi Inoculum: Plant material treated.
- i. Pesticide. EPA registration number and registered uses.

SD-14 Samples

SD-19 Operation and Maintenance Data

Maintenance Instructions;

Instruction for year-round care of installed plant material.

1.3 SOURCE INSPECTIONS

The nursery or source of plant material and the source of delivered topsoil shall be subject to inspection.

1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.4.1 Delivery

1.4.1.1 Plant Material Identification

Plant material shall be identified with attached, durable, waterproof labels and weather-resistant ink, stating the correct botanical plant name and size.

1.4.1.2 Protection During Delivery

Plant material shall be protected during delivery to prevent desiccation and damage to the branches, trunk, root system, or earth ball. Branches shall be protected by tying-in. Exposed branches shall be covered during transport.

1.4.1.3 Delivered Topsoil

A soil test report shall be provided prior to delivery of topsoil.

1.4.1.4 Soil Amendments

Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.

1.4.1.5 Pesticide Material

Pesticide material shall be delivered to the site in the original, unopened containers bearing legible labels indicating the Environmental Protection Agency (EPA) registration number and the manufacturer's registered uses.

1.4.2 Inspection

Plant material shall be well shaped, vigorous and healthy with a healthy, well branched root system, free from disease, harmful insects and insect eggs, sun-scald injury, disfigurement or abrasion. Plant material shall be checked for unauthorized substitution and to establish nursery grown status. Plant material showing desiccation, abrasion, sun-scald injury, disfigurement, or unauthorized substitution shall be rejected. The plant material shall exhibit typical form of branch to height ratio; and meet the caliper and height measurements specified. Plant material that measures less than specified, or has been poled, topped off or headed back, shall be rejected. Container-grown plant material shall show new fibrous roots and the root mass shall contain its shape when removed from the container. Plant material with broken or cracked balls; or broken containers shall be rejected. Bare-root plant material that is not dormant or is showing roots were pulled from the ground shall be rejected. Other materials shall be inspected for compliance with paragraph PRODUCTS. Open soil amendment containers or wet soil amendments shall be rejected. Topsoil that contains slag, cinders, stones, lumps of soil, sticks, roots, trash or other material larger than 1-1/2 inch diameter shall be rejected. Topsoil that contains viable plant material and plant parts shall be rejected. Unacceptable material shall be removed from the job site.

1.4.3 Storage

1.4.3.1 Plant Material Storage

Plant material not installed on the day of arrival at the site shall be stored and protected in designated areas. Plant material shall not be stored longer than 30 days. Plant material shall be protected from direct exposure to wind and sun. All plant material shall be kept in a moist condition by watering with a fine mist spray until installed.

1.4.3.2 Other Material Storage

Storage of other material shall be in designated areas. Soil amendments shall be stored in dry locations and away from contaminants. Chemical treatment material shall be stored according to manufacturer's instructions and not with planting operation material.

1.4.4 Handling

Plant material shall not be injured in handling. Cracking or breaking the earth ball of balled and burlapped plant material shall be avoided. Plant material shall not be handled by the trunk or stems. Materials shall not be dropped from vehicles.

1.4.5 Time Limitation

Except for container-grown plant material, the time limitation from digging to installing plant material shall be a maximum 90 days. The time limitation between installing the plant material and placing the mulch shall be a maximum 24 hours.

1.5 WARRANTY

Furnished plant material shall have a warranty for plant growth to be in a vigorous growing condition for a minimum 12 month period. A minimum 12 month calendar time period for the warranty of plant growth shall be provided regardless of the contract time period. When plant material is determined to be unhealthy in accordance with paragraph 3.9.3 UNHEALTHY PLANT MATERIAL, it shall be replaced once under this warranty.

PART 2 PRODUCTS

2.1 PLANT MATERIAL

2.1.1 Plant Material Classification

The plant material shall be nursery grown stock conforming to ANLA Z60.1 and shall be the species specified.

2.1.2 Plant Schedule

The plant schedule shall provide botanical names as included in one or more of the publications listed under "Nomenclature" in ANLA Z60.1.

2.1.3 Substitutions

Substitutions will not be permitted without written request and approval from the Contracting Officer.

2.1.4 Quality

Well shaped, well grown, vigorous plant material having healthy and well branched root systems in accordance with ANLA Z60.1 shall be provided. Plant material shall be provided free from disease, harmful insects and insect eggs, sun-scald injury, disfigurement and abrasion. Plant material shall be free of shock or damage to branches, trunk, or root systems, which may occur from the digging and preparation for shipment, method of shipment, or shipment. Plant quality is determined by the growing conditions; method of shipment to maintain health of the root system; and growth of the trunk and crown as follows.

2.1.5 Growing Conditions

Plant material shall be native to or well-suited to the growing conditions of the project site. Plant material shall be grown under climatic conditions similar to those at the project site.

2.1.6 Method of Shipment to Maintain Health of Root System

2.1.6.1 Balled and Burlapped (BB) Plant Material

Ball size and ratio shall be in accordance with ANLA Z60.1. The ball shall be of a diameter and depth to encompass enough fibrous and feeding root system necessary for the full recovery of the plant. The plant stem or trunk shall be centered in the ball. All roots shall be clean cut at the ball surface. Roots shall not be pulled from the ground. Before shipment the root ball shall be dipped in gels containing mycorrhizal fungi inoculum. The root ball shall be completely wrapped with burlap or other suitable material and securely laced with biodegradable twine.

2.1.6.2 Container-Grown (C) Plant Material

Container size shall be in accordance with ANLA Z60.1. Plant material shall be grown in a container over a duration of time for new fibrous roots to have developed and for the root mass to retain its shape and hold together when removed from the container. Container-grown plant material shall be inoculated with mycorrhizal fungi during germination in the nursery. Before shipment the root system shall be dipped in gels containing mycorrhizal fungi inoculum. The container shall be sufficiently rigid to hold ball shape and protect root mass during shipping.

2.1.7 Growth of Trunk and Crown

2.1.7.1 Deciduous Trees

A height to caliper relationship shall be provided in accordance with ANLA Z60.1. Height of branching shall bear a relationship to the size and species of tree specified and with the crown in good balance with the trunk. The trees shall not be "poled" or the leader removed.

- a. Specimen: The tree provided shall be well branched and pruned naturally according to the species. The form of growth desired, which may not be in accordance with natural growth habit, shall be as indicated.

2.1.7.2 Deciduous Shrubs

Deciduous shrubs shall have the height and number of primary stems recommended by ANLA Z60.1. Acceptable plant material shall be well shaped, with sufficient well-spaced side branches, and recognized by the trade as typical for the species grown in the region of the project.

2.1.7.3 Coniferous Evergreen Plant Material

Coniferous Evergreen plant material shall have the height-to-spread ratio recommended by ANLA Z60.1. The coniferous evergreen trees shall not be "poled" or the leader removed. Acceptable plant material shall be exceptionally heavy, well shaped and trimmed to form a symmetrical and tightly knit plant. The form of growth desired shall be as indicated.

2.1.8 Plant Material Size

Plant material shall be furnished in sizes indicated. Plant material larger in size than specified may be provided at no additional cost to the Government.

2.1.9 Plant Material Measurement

Plant material measurements shall be in accordance with ANLA Z60.1.

2.2 TOPSOIL

Topsoil shall be as defined in ASTM D 5268. The existing surface soil shall be stripped and stockpiled onsite in accordance with Section 02300 EARTHWORK and be reused for topsoil as quantity allows. When additional topsoil is required beyond the available topsoil from the stripping operation, topsoil shall be delivered and amended as recommended by the soil test for the plant material specified. Topsoil shall be free from slag, cinders, stones, lumps of soil, sticks, roots, trash or other material over a minimum 1-1/2 inch diameter. Topsoil shall be free from viable plants and plant parts.

2.3 SOIL AMENDMENTS

Soil amendments shall consist of pH adjuster, fertilizer, organic material and soil conditioners meeting the following requirements. Vermiculite is not recommended.

2.3.1 pH Adjuster

The pH adjuster shall be an agricultural liming material in accordance with ASTM C 602. These materials may be burnt lime, hydrated lime, ground limestone, or shells. The pH adjuster shall be used to create a favorable soil pH for the plant material specified.

2.3.1.1 Limestone

Limestone material shall contain a minimum calcium carbonate equivalent of 80 percent. Gradation: A minimum 95 percent shall pass through a No. 8 sieve and a minimum 55 percent shall pass through a No. 60 sieve. To raise soil pH, ground limestone shall be used.

2.3.1.2 Hydrated Lime

Hydrated lime shall contain a minimum calcium carbonate equivalent of 110 percent. Gradation: A minimum 100 percent shall pass through a No. 8 sieve and a minimum 97 percent shall pass through a No. 60 sieve.

2.3.1.3 Burnt Lime

Burnt lime shall contain a minimum calcium carbonate equivalent of 140 percent. Gradation: A minimum 95 percent shall pass through a No. 8 sieve and a minimum 35 percent shall pass through a No. 60 sieve.

2.3.2 Fertilizer

It shall be as recommended by the soil test. Fertilizer shall be controlled release commercial grade; free flowing, pellet or tablet form; uniform in

composition; and consist of a nitrogen-phosphorus-potassium ratio. The fertilizer shall be derived from sulphur coated urea, urea formaldehyde, plastic or polymer coated pills, or isobutylenediurea (IBDU). Fertilizer shall be balanced with the inclusion of trace minerals and micro-nutrients.

2.3.3 Organic Material

Organic material shall consist of either bonemeal, peat, rotted manure, decomposed wood derivatives, recycled compost, or worm castings.

2.3.3.1 Bonemeal

Bonemeal shall be a finely ground, steamed bone product containing from 2 to 4 percent nitrogen and 16 to 40 percent phosphoric acid.

2.3.3.2 Rotted Manure

Rotted manure shall be unleached horse, chicken, or cattle manure containing a maximum 25 percent by volume of straw, sawdust, or other bedding materials. Manure shall contain no chemicals or ingredients harmful to plants. The manure shall be heat treated to kill weed seeds and shall be free of stones, sticks, and soil.

2.3.3.3 Decomposed Wood Derivatives

Decomposed wood derivatives shall be ground bark, sawdust, or other wood waste material free of stones, sticks, and toxic substances harmful to plants, and stabilized with nitrogen.

2.3.3.4 Recycled Compost

Compost shall be a well decomposed, stable, weed free organic matter source. It shall be derived from food, agricultural, or industrial residuals; biosolids (treated sewage sludge); yard trimmings; or source-separated or mixed solid waste. The compost shall possess no objectionable odors and shall not resemble the raw material from which it was derived. The material shall not contain substances toxic to plants. Gradation: The compost material shall pass through a 3/8 inch screen, possess a pH of 5.5 to 8.0, and have a moisture content between 35-55 percent by weight. The material shall not contain more than 1 percent or less by weight of man-made foreign matter. Compost shall be cleaned of plastic materials larger than 2 inches in length.

2.3.3.5 Worm Castings

Worm castings shall be screened from worms and food source and shall be commercially packaged.

2.3.4 Soil Conditioner

Soil conditioner shall be sand, super absorbent polymers, calcined clay, or gypsum for single use or in combination to meet topsoil requirements for the plant material specified.

2.3.4.1 Sand

Sand shall be clean and free of toxic materials. Gradation: A minimum 95 percent by weight shall pass a No. 10 sieve and a minimum 10 percent by weight shall pass a No. 16 sieve. Greensand shall be balanced with the inclusion of trace minerals and nutrients.

2.3.4.2 Super Absorbent Polymers

To improve water retention in soils, super absorbent polymers shall be sized according to manufacturer's recommendations. Polymers shall be added as a soil amendment and be cross-linked polyacrylamide with an absorption capacity of 250-400 times its weight.

2.3.4.3 Calcined Clay

Granular particles shall be produced from montmorillonite clay calcined to minimum temperature of 1200 degrees F. Gradation: A minimum 90 percent passing No. 8 sieve; a minimum 99 percent shall be retained on No. 60 sieve; and a maximum 2 percent shall pass a No. 100 sieve. Bulk density: A maximum 40 pounds per cubic foot.

2.3.4.4 Gypsum

Gypsum shall be commercially packaged, free flowing, and a minimum 95 percent calcium sulfate by volume.

2.3.4.5 Expanded Shale, Clay, or Slate (ESCS)

Rotary kiln produced ESCS material shall be in conformance with ASTM D 5883.

2.4 MULCH

Mulch shall be free from weeds, mold, and other deleterious materials. Mulch materials shall be native to the region. Rotted manure is not recommended to be used as a mulch because it would encourage surface rooting of the plant material and weeds.

2.4.1 Organic Mulch

Organic mulch materials shall be native to the project site and consist of recycled mulch, shredded bark, wood chips, or ground bark.

2.4.1.1 Recycled Mulch

Recycled mulch may include compost, tree trimmings, or pine needles with a gradation that passes through a 2-1/2 x 2-1/2 inch screen. It shall be cleaned of all sticks a minimum 1 inch in diameter and plastic materials a minimum 3 inch length. The material shall be treated to retard the growth of mold and fungi. Other recycled mulch may include peanut shells, pecan shells or coco bean shells.

2.4.1.2 Shredded Pine Bark

Locally shredded material shall be treated to retard the growth of mold and fungi.

2.5 GEOTEXTILE

Geotextile shall be woven or nonwoven; polypropylene, polyester, or fiberglass, mat in accordance with ASTM D 5034 or ASTM D 5035. It shall be made specifically for use as a fabric around plant material. Nominal weight shall be a minimum 4 ounces per square yard. Permeability rate shall be a minimum 0.04 inch per second.

2.6 WOOD STAKING MATERIAL

Wood stakes shall be hardwood or fir; rough sawn; free from knots, rot, cross grain, or other defects that would impair their strength.

2.6.1 Wood Ground Stakes

Wood ground stakes shall be a minimum of 2 x 2 inch square and a minimum 3 feet long with a point at one end.

2.7 METAL STAKING AND GUYING MATERIAL

Metal shall be aluminum or steel consisting of recycled content made for holding plant material in place.

2.7.1 Metal Ground Stakes

Metal ground stakes shall be a minimum 1/2 inch diameter and a minimum 3 feet long.

2.7.2 Earth Anchor

Metal earth anchors shall be a minimum 1/2 inch diameter and a minimum 2 feet long.

2.7.3 Guying Material

Metal guying material shall be a minimum 12 gauge wire. Multi-strand cable shall be woven wire. Guying material tensile strength shall conform to the size of tree to be held firmly in place.

2.7.4 Turnbuckle

Metal turnbuckles shall be galvanized or cadmium-plated steel, and shall be a minimum 3 inches long with closed screw eyes on each end. Screw thread tensile strength shall conform to the size of tree to be held firmly in place.

2.8 PLASTIC STAKING AND GUYING MATERIAL

Plastic shall consist of recycled plastic product made for holding plant material firmly in place. Plastic shall not be used for deadmen.

2.8.1 Plastic Ground Stakes

Plastic ground stakes shall be a minimum 1 inch diameter and a minimum 3 feet long.

2.8.2 Plastic Guying Material

Plastic guying material shall be designed specifically for the purpose of firmly holding plant material in high wind velocities.

2.8.3 Chafing Guard

Plastic chafing guards shall be used to protect tree trunks and branches when metal is used as guying material. The material shall be the same color throughout the project site. Length shall be a minimum 1.5 times the circumference of the plant trunk at its base.

2.9 RUBBER GUYING MATERIAL

Rubber chafing guards, consisting of recycled material, shall be used to protect tree trunks and branches when metal guying material is applied. The material shall be the same color throughout the project. Length shall be a minimum 1.5 times the circumference of the plant trunk at its base.

2.10 FLAG

Plastic flag material shall be used on guying material. It shall be a minimum 6 inches long. Tape color shall be consistent and visually complimentary to the entire project area. The tape color shall meet pedestrian visual safety requirements for day and night.

2.11 MYCORRHIZAL FUNGI INOCULUM

Mycorrhizal fungi inoculum shall be composed of multiple-fungus inoculum as recommended by the manufacturer for the plant material specified.

2.12 WATER

Unless otherwise directed, water shall be the responsibility of the Contractor. Water shall not contain elements toxic to plant life.

2.13 PESTICIDE

Pesticide shall be insecticide, herbicide, fungicide, nematocide, rodenticide or miticide. For the purpose of this specification a soil fumigant shall have the same requirements as a pesticide. The pesticide material shall be EPA registered and approved.

PART 3 EXECUTION

3.1 INSTALLING PLANT MATERIAL TIME AND CONDITIONS

3.1.1 Deciduous Plant Material Time

Deciduous plant material shall be installed from June 1 to April 1.

3.1.2 Evergreen Plant Material Time

There are no calendar installation restrictions for evergreen plant material.

3.1.3 Plant Material Conditions

Planting operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture, frozen ground or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the planting operations, proposed planting times shall be submitted for approval.

3.1.4 Tests

3.1.4.1 Percolation Test

Test for percolation shall be done to determine positive drainage of plant pits and beds. A positive percolation shall consist of a minimum 1 inch per 3 hours; when a negative percolation test occurs, a shop drawing shall be submitted indicating the corrective measures.

3.1.4.2 Soil Test

Delivered topsoil, excavated plant pit soil, and stockpiled topsoil shall be tested in accordance with ASTM D 5268 and ASTM D 4972 for determining the particle size, pH, organic matter content, textural class, chemical analysis, soluble salts analysis, and mechanical analysis. Sample collection onsite shall be random over the entire site. Sample collection for stockpiled topsoil shall be at different levels in the stockpile. The soil shall be free from debris, noxious weeds, toxic substances, or other materials harmful to plant growth. The test shall determine the quantities and type of soil amendments required to meet local growing conditions for the plant material specified.

3.2 SITE PREPARATION

3.2.1 Layout

Plant material locations and bed outlines shall be staked on the project site before any excavation is made. Plant material locations may be adjusted to meet field conditions.

3.2.2 Protecting Existing Vegetation

When there are established lawns in the planting area, the turf shall be covered and/or protected during planting operations. Existing trees, shrubs, and plant beds that are to be preserved shall be barricaded along the dripline to protect them during planting operations.

3.3 EXCAVATION

3.3.1 Obstructions Below Ground

When obstructions below ground affect the work, shop drawings showing proposed adjustments to plant material location, type of plant and planting method shall be submitted for approval.

3.3.2 Turf Removal

Where the planting operation occurs in an existing lawn area, the turf shall be removed from the excavation area to a depth that will ensure the removal of the entire root system.

3.3.3 Plant Pits

Plant pits for ball and burlapped or container plant material shall be dug to a depth equal to the height of the root ball as measured from the base of the ball to the base of the plant trunk. Plant pits for bare-root plant material shall be dug to a depth equal to the height of the root system. Plant pits shall be dug a minimum 50 percent wider than the ball or root system to allow for root expansion. The pit shall be constructed with sides sloping towards the base as a cone, to encourage well aerated soil to be available to the root system for favorable root growth. Cylindrical pits with vertical sides shall not be used.

3.4 INSTALLATION

3.4.1 Setting Plant Material

Plant material shall be set plumb and held in position until sufficient soil has been firmly placed around root system or ball. In relation to the surrounding grade, the plant material shall be set even with the grade at which it was grown.

3.4.2 Backfill Soil Mixture

The backfill soil mixture may be a mix of topsoil and soil amendments suitable for the plant material specified. When practical, the excavated soil from the plant pit that is not amended provides the best backfill and shall be used.

3.4.3 Adding Mycorrhizal Fungi Inoculum

Mycorrhizal fungi inoculum shall be added as recommended by the manufacturer for the plant material specified.

3.4.4 Backfill Procedure

Prior to backfilling, all metal, wood, synthetic products, or treated burlap devices shall be removed from the ball or root system avoiding damage to the root system. The backfill procedure shall remove air pockets from around the root system. Additional requirements are as follows.

3.4.4.1 Balled and Burlapped Plant Material

Biodegradable burlap and tying material shall be carefully opened and folded back from the top a minimum 1/3 depth from the top of the root ball. Backfill mixture shall be added to the plant pit in 6 inch layers with each layer tamped.

3.4.4.2 Container-Grown Plant Material

The plant material shall be carefully removed from containers that are not biodegradeable. Prior to setting the plant in the pit, a maximum 1/4 depth

of the root mass, measured from the bottom, shall be spread apart to promote new root growth. For plant material in biodegradable containers the container shall be split prior to setting the plant with container. Backfill mixture shall be added to the plant pit in 6 inch layers with each layer tamped.

3.4.4.3 Earth Berm

An earth berm, consisting of backfill soil mixture, shall be formed with a minimum 4 inch height around the edge of the plant pit to aid in water retention and to provide soil for settling adjustments.

3.4.5 Plant Bed

Plant material shall be set in plant beds according to the drawings. Backfill soil mixture shall be placed on previously scarified subsoil to completely surround the root balls, and shall be brought to a smooth and even surface, blending to existing areas. Earth berms shall be provided. Polymers shall be spread uniformly over the plant bed and in the planting pit as recommended by the manufacturer and thoroughly incorporated into the soil to a maximum 4 inch depth.

3.4.6 Watering

Plant pits and plant beds shall be watered immediately after backfilling, until completely saturated.

3.4.7 Staking and Guying

Staking will be required when trees are unstable or will not remain set due to their size, shape, or exposure to high wind velocity.

3.4.7.1 Three Ground Stakes

Trees over a minimum 8 feet height and less than a maximum 6 inch caliper shall be held firmly in place with 3 bracing or ground stakes spaced equidistantly around the tree. Ground stakes shall be avoided in areas to be mowed. Stakes shall be driven into firm ground outside the earth berm. The guying material shall be firmly anchored at a minimum 1/2 tree height and shall prevent girdling. For trees over maximum 3 inch diameter at breast height, turnbuckles shall be used on the guying material for tree straightening purposes. One turnbuckle shall be centered on each guy line. Chafing guards shall be used when metal is the guying material.

3.4.8 Flags

A flag shall be securely fastened to each guy line equidistant between the tree and the stake, deadmen, or earth anchor. The flag shall be visible to pedestrians.

3.5 FINISHING

3.5.1 Plant Material

Prior to placing mulch, the installed area shall be uniformly edged to provide a clear division line between the planted area and the adjacent turf

area, shaped as indicated. The installed area shall be raked and smoothed while maintaining the earth berms.

3.5.2 Weed Barrier Placement Within Shrub Beds

A 6 mil black plastic membrane shall be placed within the shrub bed areas defined on the drawings. The membrane shall completely cover all ground surfaces beneath the pine bark mulch. The areas beneath the membrane shall first be treated with Round-Up herbicide (or approved equal), followed with a granular, long-acting pre-emergent herbicide.

3.5.3 Pine Bark Mulch Placement

The placement of pine bark mulch shall occur a maximum 48 hours after planting. Pine bark mulch, used to reduce soil water loss, regulate soil temperature and prevent weed growth, shall be spread to cover the installed area with a minimum 4 inch uniform thickness. The mulch shall be kept out of the crowns of shrubs and ground cover and shall be kept off buildings, sidewalks and other facilities.

3.5.4 Pruning

Pruning shall be accomplished by trained and experienced personnel. The pruning of trees and palms shall be in accordance with ANSI A300. Only dead or broken material shall be pruned from installed plants. The typical growth habit of individual plant material shall be retained. Clean cuts shall be made flush with the parent trunk. Improper cuts, stubs, dead and broken branches shall be removed. "Headback" cuts at right angles to the line of growth will not be permitted. Trees shall not be poled or the leader removed, nor shall the leader be pruned or "topped off".

3.6 MAINTENANCE DURING PLANTING OPERATION

Installed plant material shall be maintained in a healthy growing condition. Maintenance operations shall begin immediately after each plant is installed to prevent desiccation and shall continue until the plant establishment period commences. Installed areas shall be kept free of weeds, grass, and other undesired vegetation. The maintenance includes maintaining the mulch, watering, and adjusting settling. Plant material shall be alive at final acceptance and the treatments around each plant shall be maintained until final acceptance.

3.7 APPLICATION OF PESTICIDE

When application of a pesticide becomes necessary to remove a pest or disease, a pesticide treatment plan shall be submitted and coordinated with the installation pest management program.

3.7.1 Technical Representative

The certified installation pest management coordinator shall be the technical representative, and shall be present at all meetings concerning treatment measures for pest or disease control. They may be present during treatment application.

3.7.2 Application

Only a state certified applicator shall apply required pesticides in accordance with EPA label restrictions and recommendations. Clothing and personal protective equipment shall be used as specified on the pesticide label. A closed system is recommended as it prevents the pesticide from coming into contact with the applicator or other persons. Water for formulating shall only come from designated locations. Filling hoses shall be fitted with a backflow preventer meeting local plumbing codes or standards. Overflow shall be prevented during the filling operation. Prior to each day of use, the equipment used for applying pesticide shall be inspected for leaks, clogging, wear, or damage. Any repairs are to be performed immediately.

3.8 RESTORATION AND CLEAN UP

3.8.1 Restoration

Turf areas, pavements and facilities that have been damaged from the planting operation shall be restored to original condition at the Contractor's expense.

3.8.2 Clean Up

Excess and waste material shall be removed from the installed area and shall be disposed offsite. Adjacent paved areas shall be cleared.

DIVISION 3 - CONCRETE

SECTION 03100

STRUCTURAL CONCRETE FORMWORK

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SECTION 03100

STRUCTURAL CONCRETE FORMWORK

1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ACI INTERNATIONAL (ACI)

ACI 347R (1994) Guide to Formwork for Concrete

AMERICAN HARDBOARD ASSOCIATION (AHA)

AHA ANSI/AHA A135.4 (1995) Basic Hardboard

DEPARTMENT OF COMMERCE (DOC)

DOC PS 1 (1996) Voluntary Product Standard -
Construction and Industrial Plywood

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Form Materials; FIO.

Manufacturer's data including literature describing form materials, accessories, and form releasing agents.

SD-06 Instructions

Form Releasing Agents; FIO.

Manufacturer's recommendation on method and rate of application of form releasing agents.

1.3 DESIGN

Formwork shall be designed in accordance with methodology of ACI 347R for anticipated loads, lateral pressures, and stresses. Forms shall be capable of producing a surface which meets the requirements of the class of finish specified in Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE. Forms shall be capable of withstanding the pressures resulting from placement and vibration of concrete.

2 PRODUCTS

2.1 FORM MATERIALS

2.1.1 Forms For Class A and Class B Finish

Forms for Class A and Class B finished surfaces shall be plywood panels conforming to DOC PS 1, Grade B-B concrete form panels, Class I or II. Other form materials or liners may be used provided the smoothness and appearance of concrete produced will be equivalent to that produced by the plywood concrete form panels. Forms for round columns shall be the prefabricated seamless type.

2.1.2 Forms For Class C Finish

Forms for Class C finished surfaces shall be shiplap lumber; plywood conforming to DOC PS 1, Grade B-B concrete form panels, Class I or II; tempered concrete form hardboard conforming to AHA ANSI/AHA A135.4; other approved concrete form material; or steel, except that steel lining on wood sheathing shall not be used. Forms for round columns may have one vertical seam.

2.1.3 Forms For Class D Finish

Forms for Class D finished surfaces, except where concrete is placed against earth, shall be wood or steel or other approved concrete form material.

2.1.4 Form Ties

Form ties shall be factory-fabricated metal ties, shall be of the removable or internal disconnecting or snap-off type, and shall be of a design that will not permit form deflection and will not spall concrete upon removal. Solid backing shall be provided for each tie. Except where removable tie rods are used, ties shall not leave holes in the concrete surface less than 1/4 inch nor more than 1 inch deep and not more than 1 inch in diameter. Removable tie rods shall be not more than 1-1/2 inches in diameter.

2.1.5 Form Releasing Agents

Form releasing agents shall be commercial formulations that will not bond with, stain or adversely affect concrete surfaces. Agents shall not impair subsequent treatment of concrete surfaces depending upon bond or adhesion nor impede the wetting of surfaces to be cured with water or curing compounds.

3 EXECUTION

3.1 FORMWORK INSTALLATION

3.1.1 General

Forms shall be mortar tight, properly aligned and adequately supported to produce concrete surfaces meeting the surface requirements specified in Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE and conforming to construction tolerance given in TABLE 1. Where concrete surfaces are to have a Class A or Class B finish, joints in form panels shall be arranged as

approved. Where forms for continuous surfaces are placed in successive units, the forms shall fit over the completed surface to obtain accurate alignment of the surface and to prevent leakage of mortar. Forms shall not be reused if there is any evidence of surface wear and tear or defects which would impair the quality of the surface. Surfaces of forms to be reused shall be cleaned of mortar from previous concreting and of all other foreign material before reuse. Form ties that are to be completely withdrawn shall be coated with a nonstaining bond breaker.

3.1.2 Curb and Gutter

a. Forms: Forms for curb and gutter shall be carefully set to alignment and grade to conform to the dimensions of the curb. Forms shall be held rigidly in place by use of stakes placed at intervals not to exceed 4 feet. Clamps, spreaders, and braces shall be used where required to insure rigidity in the forms. The forms on the front of the curb and gutter shall be removed not less than 2 hours nor more than 6 hours after the concrete has been placed. The back forms of the curb shall remain in place until the face and top of curb have been finished as specified for finishing. Curb and gutter forms shall not be removed while the concrete is sufficiently plastic to slump in any direction. Forms shall be cleaned and coated with form oil each time before concrete is placed. Wood forms may be thoroughly wetted with water instead of form oil before concrete is placed, except that when probable freezing temperature, oiling is mandatory.

b. Curb-forming Machines: Curb-forming machines for constructing curb and gutters will be approved based on trial use on the job. Use of the equipment will be discontinued at any time during construction if the equipment produces unsatisfactory results, and the work shall be as specified above. Unsatisfactory work shall be removed and reconstructed for the full length between regularly scheduled joints. removed portions shall be disposed of as directed.

3.2 CHAMFERING

Except as otherwise shown, external corners that will be exposed shall be chamfered usually above ground only, beveled (1/2"), by moldings placed in the forms.

3.3 COATING

Forms for Class A and Class B finished surfaces shall be coated with a form releasing agent before the form or reinforcement is placed in final position. The coating shall be used as recommended in the manufacturer's printed or written instructions. Forms for Class C and D finished surfaces may be wet with water in lieu of coating immediately before placing concrete, except that in cold weather with probable freezing temperatures, coating shall be mandatory. Surplus coating on form surfaces and coating on reinforcing steel and construction joints shall be removed before placing concrete.

3.4 REMOVAL OF FORMS

Forms shall be removed preventing injury to the concrete and ensuring the complete safety of the structure. Formwork for columns, walls, side of beams and other parts not supporting the weight of concrete may be removed when the concrete has attained sufficient strength to resist damage from the removal operation but not before at least 24 hours has elapsed since

concrete placement. Supporting forms and shores shall not be removed from beams, floors and walls until the structural units are strong enough to carry their own weight and any other construction or natural loads. Supporting forms or shores shall not be removed before the concrete strength has reached 70 percent of design strength, as determined by field cured cylinders or other approved methods. This strength shall be demonstrated by job-cured test specimens, and by a structural analysis considering the proposed loads in relation to these test strengths and the strength of forming and shoring system. The job-cured test specimens for form removal purposes shall be provided in numbers as directed and shall be in addition to those required for concrete quality control. The specimens shall be removed from molds at the age of 24 hours and shall receive, insofar as possible, the same curing and protection as the structures they represent.

TABLE 1

TOLERANCES FOR FORMED SURFACES

1. Variations from the plumb:	In any 10 feet of length ----- 1/4 inch
a. In the lines and surfaces of columns and walls	Maximum for entire length ----- 1 inch
b. For exposed corner columns, control-joint grooves, and other conspicuous lines	In any 20 feet of length ----- 1/4 inch Maximum for entire length----- 1/2 inch
2. Variation from the level or from the grades indicated on the drawings:	In any 10 feet of length -----1/4 inch In any bay or in any 20 feet of length----- 3/8 inch
a. In exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines	In any bay or in any 20 feet of length ----- 1/4 inch Maximum for entire length----- 1/2 inch
3. Variation of the linear building lines from established position in plan	In any 20 feet ----- 1/2 inch Maximum -----1 inch
4. Variation of distance between walls, columns, partitions	1/4 inch per 10 feet of distance, but not more than 1/2 inch in any one bay, and not more than 1 inch total variation
5. Variation in the sizes and locations of sleeves, floor openings, and wall opening	Minus ----- 1/4 inch Plus ----- 1/2 inch
6. Variation in	Minus ----- 1/4 inch

cross-sectional dimensions of beams and in the thickness of slabs and walls	Plus ----- 1/2 inch
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7. Footings:

- | | |
|---|---|
| a. Variation of dimensions
in plan | Minus ----- 1/2 inch
Plus ----- 2 inches
when formed or plus 3 inches
when placed against unformed
excavation |
| b. Misplacement of
eccentricity | 2 percent of the footing
width in the direction of
misplacement but not more than
2 inches |
| c. Reduction in thickness
of specified thickness | Minus ----- 5 percent |

DIVISION 3 - CONCRETE

SECTION 03150

EXPANSION JOINTS AND CONTRACTION JOINTS

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SECTION 03150

EXPANSION JOINTS AND CONTRACTION JOINTS

1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN HARDBOARD ASSOCIATION (AHA)

AHA ANSI/AHA A135.4 (1995) Basic Hardboard

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 920 (1995) Elastomeric Joint Sealants

ASTM D 1190 (1996) Concrete Joint Sealer, Hot-Applied Elastic Type

ASTM D 1191 (1984; R 1994) Test Methods for Concrete Joint Sealers

ASTM D 1751 (1983; R 1991) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

ASTM D 2628 (1991) Specification for Preformed Polychloroprene Elastomeric Joint Seals for Concrete Pavements

ASTM D 5249 (1995) Backer Material for Use With Cold and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints

CORPS OF ENGINEERS (COE)

COE CRD-C 513 (1974) Corps of Engineers Specifications for Rubber Waterstops

COE CRD-C 572 (1974) Corps of Engineers Specifications for Polyvinylchloride Waterstop

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The

following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Preformed Expansion Joint Filler; FIO. Sealant; FIO. Waterstops; FIO.

Manufacturer's literature, including safety data sheets, for preformed fillers and the lubricants used in their installation; field-molded sealants and primers (when required by sealant manufacturer); preformed compression seals; and waterstops.

SD-13 Certificates

Preformed Expansion Joint Filler; FIO. Sealant; FIO. Waterstops; FIO.

Certificates of compliance stating that the joint filler and sealant materials and waterstops conform to the requirements specified.

1.3 DELIVERY AND STORAGE

Material delivered and placed in storage shall be stored off the ground and protected from moisture, dirt, and other contaminants. Sealants shall be delivered in the manufacturer's original unopened containers. Sealants whose shelf life has expired shall be removed from the site.

2 PRODUCTS

2.1 CONTRACTION JOINT STRIPS

Contraction joint strips shall be 1/8 inch thick tempered hardboard conforming to AHA ANSI/AHA A135.4, Class 1. In lieu of hardboard strips, rigid polyvinylchloride (PVC) or high impact polystyrene (HIPS) insert strips specifically designed to induce controlled cracking in slabs on grade may be used. Such insert strips shall have removable top section.

2.2 PREFORMED EXPANSION JOINT FILLER

Expansion joint filler shall be preformed material conforming to ASTM D 1751. Unless otherwise indicated, filler material shall be 3/8 inch thick and of a width applicable for the joint formed. Backer material, when required, shall conform to ASTM D 5249.

2.3 SEALANT

Joint sealant shall conform to the following:

2.3.1 Preformed Polychloroprene Elastomeric Type

ASTM D 2628.

2.3.2 Hot-Poured Type

ASTM D 1190 tested in accordance with ASTM D 1191.

2.3.3 Field Molded Type

ASTM C 920, Type M for horizontal joints or Type NS for vertical joints, Class 25, and Use NT. Bond breaker material shall be polyethylene tape, coated paper, metal foil or similar type materials. The back-up material shall be compressible, non-shrink, nonreactive with sealant, and non-absorptive material type such as extruded butyl or polychloroprene rubber.

3 EXECUTION

3.1 JOINTS

Joints shall be installed at locations indicated or otherwise approved by the Contracting Officer.

3.1.1 Contraction Joints

Contraction joints may be constructed by inserting tempered hardboard strips or rigid PVC or HIPS insert strips into the plastic concrete using a steel parting bar, when necessary, or by cutting the concrete with a saw after concrete has set. Joints shall be approximately 1/8 inch wide and shall extend into the slab one-fourth the slab thickness, minimum, but not less than 1 inch.

3.1.1.1 Joint Strips

Strips shall be of the required dimensions and as long as practicable. After the first floating, the concrete shall be grooved with a tool at the joint locations. The strips shall be inserted in the groove and depressed until the top edge of the vertical surface is flush with the surface of the slab. The slab shall be floated and finished as specified. Working of the concrete adjacent to the joint shall be the minimum necessary to fill voids and consolidate the concrete. Where indicated, the top portion of the strip shall be sawed out after the curing period to form a recess for sealer. The removable section of PVC or HIPS strips shall be discarded and the insert left in place. True alignment of the strips shall be maintained during insertion.

3.1.1.2 Sawed Joints

Joint sawing shall be early enough to prevent uncontrolled cracking in the slab, but late enough that this can be accomplished without appreciable spalling. Concrete sawing machines shall be adequate in number and power, and with sufficient replacement blades to complete the sawing at the required rate. Joints shall be cut to true alignment and shall be cut in sequence of concrete placement. Sludge and cutting debris shall be removed.

3.1.2 Joint Sealant

Sawed contraction joints and expansion joints in slabs shall be filled with joint sealant, unless otherwise shown. Joint surfaces shall be clean, dry, and free of oil or other foreign material which would adversely affect the bond between sealant and concrete. Joint sealant shall be applied as recommended by the manufacturer of the sealant.

3.1.2.1 Joints With Field-Molded Sealant

Joints shall not be sealed when the sealant material, ambient air, or concrete temperature is less than 40 degrees F. Joints requiring a bond breaker shall be coated with curing compound or with bituminous paint. Bond breaker and back-up material shall be installed where required. Joints shall be primed and filled flush with joint sealant in accordance with the manufacturer's recommendations.

3.2 CONSTRUCTION JOINTS

Construction joints are specified in Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE except that construction joints coinciding with expansion and contraction joints shall be treated as expansion or contraction joints as applicable.

DIVISION 3 - CONCRETE

SECTION 03200

CONCRETE REINFORCEMENT

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SECTION 03200

CONCRETE REINFORCEMENT

1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ACI INTERNATIONAL (ACI)

ACI 318/318R	(1995) Building Code Requirements for Structural Concrete and Commentary
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AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 53	(1990b) Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless
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ASTM A 184	(1996) Fabricated Deformed Steel Bar Mats for Concrete Reinforcement
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ASTM A 185	(1994) Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
------------	--

ASTM A 615	(1996a) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
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ASTM A 675	(1990a) Specification for Steel Bars, Carbon, Hot-Wrought, Special Quality, Mechanical Properties
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CONCRETE REINFORCING STEEL INSTITUTE (CRSI)

CRSI MSP-1	(1996) Manual of Standard Practice
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1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Drawings

Concrete Reinforcement System; GA.

Detail drawings showing reinforcing steel placement, schedules, sizes, grades, and splicing and bending details. Drawings shall show support details including types, sizes and spacing.

SD-13 Certificates

Reinforcing Steel; FIO.

Certified copies of mill reports attesting that the reinforcing steel furnished contains no less than 25 percent recycled scrap steel and meets the requirements specified herein, prior to the installation of reinforcing steel.

1.3 DELIVERY AND STORAGE

Reinforcement and accessories shall be stored off the ground on platforms, skids, or other supports.

2 PRODUCTS

2.1 DOWELS

Dowels shall conform to ASTM A 675, Grade 80. Steel pipe conforming to ASTM A 53, Schedule 80, may be used as dowels provided the ends are closed with metal or plastic inserts or with mortar.

2.2 FABRICATED BAR MATS

Fabricated bar mats shall conform to ASTM A 184.

2.3 REINFORCING STEEL

Reinforcing steel shall be deformed bars conforming to ASTM A 615, grades and sizes as indicated.

2.4 WELDED WIRE FABRIC

Welded wire fabric shall conform to ASTM A 185. .

2.5 WIRE TIES

Wire ties shall be 16 gauge or heavier black annealed steel wire.

2.6 SUPPORTS

Bar supports for formed surfaces shall be designed and fabricated in accordance with CRSI MSP-1 and shall be steel or precast concrete blocks. Precast concrete blocks shall have wire ties and shall be not less than 4 inches square when supporting reinforcement on ground. Precast concrete block shall have compressive strength equal to that of the surrounding concrete. Where concrete formed surfaces will be exposed to weather or where surfaces are to be painted, steel supports within 1/2 inch of concrete surface shall be galvanized, plastic protected or of stainless steel. Concrete supports used in concrete exposed to view shall have the same color and texture as the finish surface. For slabs on grade, supports shall be precast concrete blocks, plastic coated steel fabricated with bearing plates, or specifically designed wire-fabric supports fabricated of plastic.

3 EXECUTION

3.1 REINFORCEMENT

Reinforcement shall be fabricated to shapes and dimensions shown and shall conform to the requirements of ACI 318. Reinforcement shall be cold bent unless otherwise authorized. Bending may be accomplished in the field or at the mill. Bars shall not be bent after embedment in concrete. Safety caps shall be placed on all exposed ends of vertical concrete reinforcement bars that pose a danger to life safety. Wire tie ends shall face away from the forms.

3.1.1 Placement

Reinforcement shall be free from loose rust and scale, dirt, oil, or other deleterious coating that could reduce bond with the concrete. Reinforcement shall be placed in accordance with ACI 318 at locations shown plus or minus one bar diameter. Reinforcement shall not be continuous through expansion joints and shall be as indicated through construction or contraction joints. Concrete coverage shall be as indicated or as required by ACI 318. If bars are moved more than one bar diameter to avoid interference with other reinforcement, conduits or embedded items, the resulting arrangement of bars, including additional bars required to meet structural requirements, shall be approved before concrete is placed.

3.1.2 Splicing

Splices of reinforcement shall conform to ACI 318 and shall be made only as required or indicated. Splicing shall be by lapping or by mechanical connection; except that lap splices shall not be used for bars larger than No. 11 unless otherwise indicated. Lapped bars shall be placed in contact and securely tied or spaced transversely apart to permit the embedment of the entire surface of each bar in concrete. Lapped bars shall not be spaced farther apart than one-fifth the required length of lap or 6 inches. Mechanical butt splices shall be in accordance with the recommendation of the manufacturer of the mechanical splicing device.

3.2 WELDED-WIRE FABRIC PLACEMENT

Welded-wire fabric shall be placed in slabs as indicated. Fabric placed in slabs on grade shall be continuous between expansion, construction, and contraction joints. Fabric placement at joints shall be as indicated. Lap splices shall be made in such a way that the overlapped area equals the distance between the outermost crosswires plus 2 inches. Laps shall be staggered to avoid continuous laps in either direction. Fabric shall be wired or clipped together at laps at intervals not to exceed 4 feet. Fabric shall be positioned by the use of supports.

3.3 DOWEL INSTALLATION

Dowels shall be installed in slabs on grade at locations indicated and at right angles to joint being doweled. Dowels shall be accurately positioned and aligned parallel to the finished concrete surface before concrete placement. Dowels shall be rigidly supported during concrete placement. One end of dowels shall be coated with a heavy grease as indicated on the drawings.

DIVISION 3 - CONCRETE

SECTION 03300

CAST-IN-PLACE STRUCTURAL CONCRETE

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SECTION 03300

CAST-IN-PLACE STRUCTURAL CONCRETE

1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ACI INTERNATIONAL (ACI)

ACI 117/117R	(1990; Errata) Standard Tolerances for Concrete Construction and Materials
ACI 211.1	(1991) Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 214.3R	(1988) Simplified Version of the Recommended Practice for Evaluation of Strength Test Results
ACI 301	(1996) Standard Specifications for Structural Concrete
ACI 305R	(1991) Hot Weather Concreting
ACI 318/318R	(1995) Building Code Requirements for Reinforced Concrete and Commentary

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO M 182	(1991) Burlap Cloth Made From Jute or Kenaf
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AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 31	(1991) Making and Curing Concrete Test Specimens in the Field
ASTM C 33	(1993) Concrete Aggregates
ASTM C 39	(1994) Compressive Strength of Cylindrical Concrete Specimens
ASTM C 42	(1994) Obtaining and Testing Drilled Cores and Sawed Beams of Concrete

ASTM C 78	(1984) Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
ASTM C 94	(1996) Ready-Mixed Concrete
ASTM C 136	(1995a) Sieve Analysis of Fine and Coarse Aggregates
ASTM C 143	(1990a) Test Method for Slump of Hydraulic Cement Concrete
ASTM C 150	(1995) Portland Cement
ASTM C 171	(1995) Sheet Materials for Curing Concrete
ASTM C 172	(1990) Sampling Freshly Mixed Concrete
ASTM C 173	(1994a) Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C 192	(1990a) Making and Curing Concrete Test Specimens in the Laboratory
ASTM C 231	(1991b) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 260	(1995) Air-Entraining Admixtures for Concrete
ASTM C 309	(1995) Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C 494	(1992) Chemical Admixtures for Concrete
ASTM C 618	(1996a) Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
ASTM C 940	(1989) Test Method for Expansion and Bleeding of Freshly Mixed Grouts for Preplaced-Aggregate Concrete in the Laboratory
ASTM C 1017	(1992) Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C 1064	(1986; R 1993) Temperature of Freshly Mixed Portland Cement Concrete
ASTM C 1077	(1995a) Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
ASTM C 1107	(1991a) Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
ASTM D 75	(1987; R 1992) Sampling Aggregates

ASTM D 1751 (1983; R 1991) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

CORPS OF ENGINEERS (COE)

COE CRD-C 104 (1980) Method of Calculation of the Fineness Modulus of Aggregate

COE CRD-C 400 (1963) Requirements for Water for Use in Mixing or Curing Concrete

COE CRD-C 521 (1981) Standard Test Method for Frequency and Amplitude of Vibrators for Concrete

COE CRD-C 540

COE CRD-C 572 (1974) Corps of Engineers Specifications for Polyvinylchloride Waterstop

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

NIST HB 44 (1995) NIST Handbook 44: Specifications, Tolerances, and Other Technical Requirements for Weighing and Measuring Devices

NATIONAL READY-MIXED CONCRETE ASSOCIATION (NRMCA)

NRMCA TMMB-01 (1992) Truck Mixer Agitator and Front Discharge Concrete Carrier Standards of the Truck Mixer Manufacturers Bureau

NRMCA CPMB 100 (1990) Concrete Plant Standards

NRMCA QC 3 (1984) Quality Control Manual: Section 3, Plant Certifications Checklist: Certification of Ready Mixed Concrete Production Facilities

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-08 Statements

Mixture Proportions; FIO.

The results of trial mixture design studies along with a statement giving the maximum nominal coarse aggregate size and the proportions of ingredients that will be used in the manufacture of each strength or class of concrete, at least 14 days prior to commencing concrete placing operations. Aggregate weights shall be based on the saturated surface dry condition. The statement shall be accompanied by test results from an approved independent

commercial testing laboratory, showing that mixture design studies have been made with materials proposed for the project and that the proportions selected will produce concrete of the qualities indicated. No substitutions shall be made in the materials used in the mixture design studies without additional tests to show that the quality of the concrete is satisfactory.

SD-09 Reports

Testing and Inspection for Contractor Quality Control; GA.

Certified copies of laboratory test reports, including mill tests and all other test data, for portland cement, blended cement, pozzolan, ground granulated blast furnace slag, silica fume, aggregate, admixtures, and curing compound proposed for use on this project.

SD-13 Certificates

Qualifications; FIO.

Written documentation for Contractor Quality Control personnel.

1.3 QUALIFICATIONS

Contractor Quality Control personnel assigned to concrete construction shall be American Concrete Institute (ACI) Certified Workmen.

The foreman or lead journeyman of the flatwork finishing crew shall have similar qualification for ACI Concrete Flatwork Technician/Finisher or equal, with written documentation.

1.4 GENERAL REQUIREMENTS

1.4.1 Tolerances

Except as otherwise specified herein, tolerances for concrete batching, mixture properties, and construction as well as definition of terms and application practices shall be in accordance with ACI 117/117R. Level and grade tolerance measurements of slabs shall be made as soon as possible after finishing; when forms or shoring are used, the measurements shall be made prior to removal.

1.4.2 Strength Requirements and w/c Ratio

1.4.2.1 Strength Requirements

Specified compressive strength (f'_c) shall be as follows:

COMPRESSIVE STRENGTH

STRUCTURE OR PORTION OF STRUCTURE

4000 psi at 28 days

ALL

Concrete made with high-early strength cement shall have a 7-day strength equal to the specified 28-day strength for concrete made with Type I or II portland cement. Compressive strength shall be determined in accordance with ASTM C 39. Flexural strength shall be determined in accordance with ASTM C 78.

- a. Evaluation of Concrete Compressive Strength. Compressive strength specimens (6 by 12 inch cylinders) shall be fabricated by the Contractor and laboratory cured in accordance with ASTM C 31 and tested in accordance with ASTM C 39. The strength of the concrete will be considered satisfactory so long as the average of all sets of three consecutive test results equals or exceeds the specified compressive strength f'_c and no individual test result falls below the specified strength f'_c by more than 500 psi. A "test" is defined as the average of two companion cylinders, or if only one cylinder is tested, the results of the single cylinder test. Additional analysis or testing, including taking cores and/or load tests may be required at the Contractor's expense when the strength of the concrete in the structure is considered potentially deficient.
- b. Investigation of Low-Strength Compressive Test Results. When any strength test of standard-cured test cylinders falls below the specified strength requirement by more than 500 psi or if tests of field-cured cylinders indicate deficiencies in protection and curing, steps shall be taken to assure that the load-carrying capacity of the structure is not jeopardized. When the strength of concrete in place is considered potentially deficient, cores shall be obtained and tested in accordance with ASTM C 42. At least three representative cores shall be taken from each member or area of concrete in place that is considered potentially deficient. The location of cores will be determined by the Contracting Officer to least impair the strength of the structure. Concrete in the area represented by the core testing will be considered adequate if the average strength of the cores is equal to at least 85 percent of the specified strength requirement and if no single core is less than 75 percent of the specified strength requirement. Non-destructive tests (tests other than test cylinders or cores) shall not be used as a basis for acceptance or rejection. The Contractor shall perform the coring and repair the holes. Cores will be tested by the Government.
- c. Load Tests. If the core tests are inconclusive or impractical to obtain or if structural analysis does not confirm the safety of the structure, load tests may be directed by the Contracting Officer in accordance with the requirements of ACI 318/318R. Concrete work evaluated by structural analysis or by results of a load test as being understrength shall be corrected in a manner satisfactory to the Contracting Officer. All investigations, testing, load tests, and correction of deficiencies shall be performed by and at the expense of the Contractor and must be approved by the Contracting Officer, except that if all concrete is found to be in compliance with the drawings and specifications, the cost of investigations, testing, and load tests will be at the expense of the Government.
- d. Evaluation of Concrete Flexural Strength. Flexural strength specimens (beams) shall be fabricated by the Contractor and laboratory cured in accordance with ASTM C 31 and tested in accordance with ASTM C 78. The strength of the concrete will be considered satisfactory so long as the average of all sets of three consecutive test results equals or exceeds the specified flexural strength and no individual test result falls below the specified flexural strength by more than 50 psi. A "test" is defined as the

average of two companion beams. Additional analysis or testing, including taking cores and/or load tests may be required at the Contractor's expense when the strength of the concrete in the slab is considered potentially deficient.

1.4.2.2 Water-Cement Ratio

Maximum water-cement ratio (w/c) for normal weight concrete shall be as follows:

WATER-CEMENT RATIO, BY WEIGHT	STRUCTURE OR PORTION OF STRUCTURE
0.50	ALL

These w/c's may cause higher strengths than that required above for compressive or flexural strength. The maximum w/c required will be the equivalent w/c as determined by conversion from the weight ratio of water to cement plus pozzolan, silica fume, and ground granulated blast furnace slag (GGBF slag) by the weight equivalency method as described in ACI 211.1. In the case where silica fume or GGBF slag is used, the weight of the silica fume and GGBF slag shall be included in the equations of ACI 211.1 for the term P which is used to denote the weight of pozzolan.

1.4.3 Air Entrainment

All normal weight concrete shall be air entrained to contain between 4 and 7 percent total air, except that when the nominal maximum size coarse aggregate is 3/4 inch or smaller it shall be between 4.5 and 7.5 percent. Specified air content shall be attained at point of placement into the forms. Air content for normal weight concrete shall be determined in accordance with ASTM C 231.

1.4.4 Slump

Slump of the concrete, as delivered to the point of placement into the forms, shall be within the following limits. Slump shall be determined in accordance with ASTM C 143.

Structural Element	Slump	
	Minimum	Maximum
Walls, columns and beams	2 in.	4 in.
Foundation walls, substructure walls, footings, slabs, paving	1 in.	3 in.
Any structural concrete approved for placement by pumping:		
At pump	2 in.	6 in.
At discharge of line	1 in.	4 in.

When use of a plasticizing admixture conforming to ASTM C 1017 or when a Type F or G high range water reducing admixture conforming to ASTM C 494 is permitted to increase the slump of concrete, concrete shall have a slump of 2 to 4 inches before the admixture is added and a maximum slump of 8 inches at the point of delivery after the admixture is added.

1.4.5 Concrete Temperature

The temperature of the concrete as delivered shall conform to Articles 3.5.3 and 3.5.4.

1.4.6 Size of Coarse Aggregate

The largest feasible nominal maximum size aggregate (NMSA) specified in paragraph AGGREGATES shall be used in each placement. However, nominal maximum size of aggregate shall not exceed any of the following: three-fourths of the minimum cover for reinforcing bars, three-fourths of the minimum clear spacing between reinforcing bars, one-fifth of the narrowest dimension between sides of forms, or one-third of the thickness of slabs or toppings.

1.4.7 Special Properties and Products

Concrete may contain admixtures other than air entraining agents, such as water reducers, superplasticizers, or set retarding agents to provide special properties to the concrete, if specified or approved. Any of these materials to be used on the project shall be used in the mix design studies.

1.5 MIXTURE PROPORTIONS

Concrete shall be composed of portland cement, other cementitious and pozzolanic materials as specified, aggregates, water and admixtures as specified.

1.5.1 Proportioning Studies for Concrete

Trial design batches, mixture proportioning studies, and testing requirements for various classes and types of concrete specified shall be the responsibility of the Contractor. Except as specified for flexural strength concrete, mixture proportions shall be based on compressive strength as determined by test specimens fabricated in accordance with ASTM C 192 and tested in accordance with ASTM C 39. Samples of all materials used in mixture proportioning studies shall be representative of those proposed for use in the project and shall be accompanied by the manufacturer's or producer's test reports indicating compliance with these specifications. Trial mixtures having proportions, consistencies, and air content suitable for the work shall be made based on methodology described in ACI 211.1, using at least three different water-cement ratios for each type of mixture, which will produce a range of strength encompassing those required for each class and type of concrete required on the project. The maximum water-cement ratios required in the paragraph Maximum Allowable w/c Ratio will be the equivalent water-cement ratio as determined by conversion from the weight ratio of water to cement plus pozzolan, silica fume, and ground granulated blast furnace slag (GGBF slag) by the weight equivalency method as described in ACI 211.1. In the case where silica fume or GGBF slag is used, the weight of the silica fume and GGBF slag shall be included in the equations in ACI 211.1 for the term P, which is used to denote the weight of pozzolan. If pozzolan is used in the concrete mixture, the minimum pozzolan content shall be 15 percent by weight of the total cementitious material, and the maximum shall be 35 percent. Laboratory trial mixtures shall be designed for maximum permitted slump and air content. Separate sets of trial mixture studies shall be made for each

combination of cementitious materials and each combination of admixtures proposed for use. No combination of either shall be used until proven by such studies, except that, if approved in writing and otherwise permitted by these specifications, an accelerator or a retarder may be used without separate trial mixture study. Separate trial mixture studies shall also be made for concrete for any conveying or placing method proposed which requires special properties and for concrete to be placed in unusually difficult placing locations. The temperature of concrete in each trial batch shall be reported. For each water-cement ratio, at least three test cylinders for each test age shall be made and cured in accordance with ASTM C 192. They shall be tested at 7 and 28 days in accordance with ASTM C 39. From these test results, a curve shall be plotted showing the relationship between water-cement ratio and strength for each set of trial mix studies. In addition, a curve shall be plotted showing the relationship between 7 day and 28 day strengths. Each mixture shall be designed to promote easy and suitable concrete placement, consolidation and finishing, and to prevent segregation and excessive bleeding.

1.5.2 Average Compressive Strength Required for Mixtures

The mixture proportions selected during mixture design studies shall produce a required average compressive strength (f'_{cr}) exceeding the specified compressive strength (f'_c) by the amount indicated below. This required average compressive strength, f'_{cr} , will not be a required acceptance criteria during concrete production. However, whenever the daily average compressive strength at 28 days drops below f'_{cr} during concrete production, or daily average 7-day strength drops below a strength correlated with the 28-day f'_{cr} , the mixture shall be adjusted, as approved, to bring the daily average back up to f'_{cr} . During production, the required f'_{cr} shall be adjusted, as appropriate, based on the standard deviation being attained on the job.

1.5.2.1 Computations from Test Records

Where a concrete production facility has test records, a standard deviation shall be established in accordance with the applicable provisions of ACI 214.3R. Test records from which a standard deviation is calculated shall represent materials, quality control procedures, and conditions similar to those expected; shall represent concrete produced to meet a specified strength or strengths (f'_c) within 1,000 psi of that specified for proposed work; and shall consist of at least 30 consecutive tests. A strength test shall be the average of the strengths of two cylinders made from the same sample of concrete and tested at 28 days. Required average compressive strength f'_{cr} used as the basis for selection of concrete proportions shall be the larger of the equations that follow using the standard deviation as determined above:

$$f'_{cr} = f'_c + 1.34S \text{ where units are in psi}$$

$$f'_{cr} = f'_c + 2.33S - 500 \text{ where units are in psi}$$

Where S = standard deviation

Where a concrete production facility does not have test records meeting the requirements above but does have a record based on 15 to 29 consecutive tests, a standard deviation shall be established as the product of the

calculated standard deviation and a modification factor from the following table:

NUMBER OF TESTS	MODIFICATION FACTOR FOR STANDARD DEVIATION
15	1.16
20	1.08
25	1.03
30 or more	1.00

1.5.2.2 Computations without Previous Test Records

When a concrete production facility does not have sufficient field strength test records for calculation of the standard deviation, the required average strength f'_{cr} shall be determined as follows:

- a. If the specified compressive strength f'_c is less than 3,000 psi,
 $f'_{cr} = f'_c + 1000 \text{ psi}$
- b. If the specified compressive strength f'_c is 3,000 to 5,000 psi,
 $f'_{cr} = f'_c + 1,200 \text{ psi}$
- c. If the specified compressive strength f'_c is over 5,000 psi,
 $f'_{cr} = f'_c + 1,400 \text{ psi}$

1.6 STORAGE OF MATERIALS

Cement and other cementitious materials shall be stored in weathertight buildings, bins, or silos which will exclude moisture and contaminants and keep each material completely separated. Aggregate stockpiles shall be arranged and used in a manner to avoid excessive segregation and to prevent contamination with other materials or with other sizes of aggregates. Aggregate shall not be stored directly on ground unless a sacrificial layer is left undisturbed. Reinforcing bars and accessories shall be stored above the ground on platforms, skids or other supports. Other materials shall be stored in such a manner as to avoid contamination and deterioration. Admixtures which have been in storage at the project site for longer than 6 months or which have been subjected to freezing shall not be used unless retested and proven to meet the specified requirements. Materials shall be capable of being accurately identified after bundles or containers are opened.

1.7 GOVERNMENT ASSURANCE INSPECTION AND TESTING

Day-to day inspection and testing shall be the responsibility of the Contractor Quality Control (CQC) staff. However, representatives of the Contracting Officer will inspect construction as considered appropriate and will monitor operations of the Contractor's CQC staff. Government inspection or testing will not relieve the Contractor of any of his CQC responsibilities.

2 PRODUCTS

2.1 CEMENTITIOUS MATERIALS

Cementitious Materials shall be portland cement, or portland cement in combination with pozzolan and shall conform to appropriate specifications listed below. Use of cementitious materials in concrete which will have surfaces exposed in the completed structure shall be restricted so there is no change in color, source, or type of cementitious material.

2.1.1 Portland Cement

ASTM C 150, Type I low alkali with a maximum 15 percent amount of tricalcium aluminate, or Type II low alkali. White portland cement shall meet the above requirements except that it may be Type I, Type II or Type III low alkali. White Type III shall be used only in specific areas of the structure, when approved in writing.

2.1.2 High-Early-Strength Portland Cement

ASTM C 150, Type III with tricalcium aluminate limited to 5 percent, low alkali. Type III cement shall be used only in isolated instances and only when approved in writing.

2.1.3 Pozzolan (Fly Ash)

ASTM C 618, Class C or F with the optional requirements for multiple factor, drying shrinkage, and uniformity from Table 2A of ASTM C 618. If pozzolan is used, it shall never be less than 15 percent nor more than 35 percent by weight of the total cementitious material.

2.2 AGGREGATES

Aggregates shall conform to the following.

2.2.1 Fine Aggregate

Fine aggregate shall conform to the quality and gradation requirements of ASTM C 33.

2.2.2 Coarse Aggregate

Coarse aggregate shall conform to ASTM C 33, Class 5S, size designation 56.

2.3 CHEMICAL ADMIXTURES

Chemical admixtures, when required or permitted, shall conform to the appropriate specification listed. Admixtures shall be furnished in liquid form and of suitable concentration for easy, accurate control of dispensing.

2.3.1 Air-Entraining Admixture

ASTM C 260 and shall consistently entrain the air content in the specified ranges under field conditions.

2.3.2 Accelerating Admixture

ASTM C 494, Type C or E, except that calcium chloride or admixtures containing calcium chloride shall not be used.

2.3.3 Water-Reducing or Retarding Admixture

ASTM C 494, Type A, B, or D, except that the 6-month and 1-year compressive and flexural strength tests are waived.

2.3.4 Other Chemical Admixtures

Chemical admixtures for use in producing flowing concrete shall comply with ASTM C 1017, Type I or II. These admixtures shall be used only when approved in writing, such approval being contingent upon particular mixture control as described in the Contractor's Quality Control Plan and upon performance of separate mixture design studies.

2.4 CURING MATERIALS

2.4.1 Impervious-Sheet

Impervious-sheet materials shall conform to ASTM C 171, type optional, except, that polyethylene sheet shall not be used.

2.4.2 Membrane-Forming Compound

Membrane-Forming curing compound shall conform to ASTM C 309, Type 1-D or 2, except that only a styrene acrylate or chlorinated rubber compound meeting Class B requirements shall be used for surfaces that are to be painted or are to receive bituminous roofing, or waterproofing, or floors that are to receive adhesive applications of resilient flooring. The curing compound selected shall be compatible with any subsequent paint, roofing, waterproofing, or flooring specified. Nonpigmented compound shall contain a fugitive dye, and shall have the reflective requirements in ASTM C 309 waived.

2.4.3 Burlap and Cotton Mat

Burlap and cotton mat used for curing shall conform to AASHTO M 182.

2.5 WATER

Water for mixing and curing shall be fresh, clean, potable, and free of injurious amounts of oil, acid, salt, or alkali, except that non-potable water may be used if it meets the requirements of COE CRD-C 400.

2.6 NONSHRINK GROUT

Nonshrink grout shall conform to ASTM C 1107 and shall be a commercial formulation suitable for the proposed application.

2.7 JOINT MATERIALS

2.7.1 Joint Fillers and Sealers

Expansion joint fillers shall be preformed materials conforming to ASTM D 1751. Materials for sealing of joints shall conform to the requirements of Section 03150 EXPANSION JOINTS AND CONTRACTION JOINTS.

2.7.2 Contraction Joints in Slabs

Sawable type contraction joint inserts shall conform to COE CRD-C 540. Nonsawable joint inserts shall have sufficient stiffness to permit placement in plastic concrete without undue deviation from a straight line and shall conform to the physical requirements of COE CRD-C 540, with the exception of Section 3.4 "Resistance to Sawing". Plastic inserts shall be polyvinyl chloride conforming to the materials requirements of COE CRD-C 572.

2.8 VAPOR BARRIER

Vapor barrier shall be polyethylene sheeting with a minimum thickness of 6 mils or other equivalent material having a vapor permeance rating not exceeding 0.5 perms as determined in accordance with ASTM E 96.

PART 3 EXECUTION

3.1 PREPARATION FOR PLACING

Before commencing concrete placement, the following shall be performed. Surfaces to receive concrete shall be clean and free from frost, ice, mud, and water. Forms shall be in place, cleaned, coated, and adequately supported, in accordance with Section 03100 STRUCTURAL CONCRETE FORMWORK. Reinforcing steel shall be in place, cleaned, tied, and adequately supported, in accordance with Section 03200 CONCRETE REINFORCEMENT. Transporting and conveying equipment shall be in-place, ready for use, clean, and free of hardened concrete and foreign material. Equipment for consolidating concrete shall be at the placing site and in proper working order. Equipment and material for curing and for protecting concrete from weather or mechanical damage shall be at the placing site, in proper working condition and in sufficient amount for the entire placement. When hot, windy conditions during concreting appear probable, equipment and material shall be at the placing site to provide windbreaks, shading, fogging, or other action to prevent plastic shrinkage cracking or other damaging drying of the concrete.

3.1.1 Foundations

3.1.1.1 Concrete on Earth Foundations

Earth (subgrade, base, or subbase courses) surfaces upon which concrete is to be placed shall be clean, damp, and free from debris, frost, ice, and standing or running water. Prior to placement of concrete, the foundation shall be well drained and shall be satisfactorily graded and uniformly compacted.

3.1.1.1.1 Vapor Barrier Installation

Vapor barriers shall be applied over earth surfaces of the restroom foundation. Edges shall be lapped not less than 6 inches. All joints shall be sealed with pressure-sensitive adhesive not less than 2 inches wide. The vapor barrier shall be protected at all times to prevent injury or displacement prior to and during concrete placement.

3.1.1.2 Preparation of Previously Placed Concrete

Concrete surfaces to which other concrete is to be bonded shall be abraded in an approved manner that will expose sound aggregate uniformly without damaging the concrete. Laitance and loose particles shall be removed. Surfaces shall be thoroughly washed and shall be moist but without free water when concrete is placed.

3.1.2 Embedded Items

Before placement of concrete, care shall be taken to determine that all embedded items are firmly and securely fastened in place as indicated on the drawings, or required. Conduit and other embedded items shall be clean and free of oil and other foreign matter such as loose coatings or rust, paint, and scale. The embedding of wood in concrete will be permitted only when specifically authorized or directed. Voids in sleeves, inserts, and anchor slots shall be filled temporarily with readily removable materials to prevent the entry of concrete into voids. Welding shall not be performed on embedded metals within 1 foot of the surface of the concrete. Tack welding shall not be performed on or to embedded items.

3.2 CONCRETE PRODUCTION

3.2.1 Batching, Mixing, and Transporting Concrete

Concrete shall be furnished from a ready-mixed concrete plant. Ready-mixed concrete shall be batched, mixed, and transported in accordance with ASTM C 94, except as otherwise specified. Truck mixers, agitators, and nonagitator transporting units shall comply with NRMCA TMMB-01. Ready-mix plant equipment and facilities shall be certified in accordance with NRMCA QC 3. Approved batch tickets shall be furnished for each load of ready-mixed concrete.

3.3 TRANSPORTING CONCRETE TO PROJECT SITE

Concrete shall be transported to the placing site in truck mixers, or by approved pumping equipment. Nonagitator equipment, other than pumps, shall not be used for transporting lightweight aggregate concrete.

3.4 CONVEYING CONCRETE ON SITE

Concrete shall be conveyed from mixer or transporting unit to forms as rapidly as possible and within the time interval specified by methods which will prevent segregation or loss of ingredients using following equipment. Conveying equipment shall be cleaned before each placement.

3.4.1 Buckets

The interior hopper slope shall be not less than 58 degrees from the horizontal, the minimum dimension of the clear gate opening shall be at least 5 times the nominal maximum-size aggregate, and the area of the gate opening shall not be less than 2 square feet. The maximum dimension of the gate opening shall not be greater than twice the minimum dimension. The bucket gates shall be essentially grout tight when closed and may be manually, pneumatically, or hydraulically operated except that buckets larger than 2 cubic yards shall not be manually operated. The design of the

bucket shall provide means for positive regulation of the amount and rate of deposit of concrete in each dumping position.

3.4.2 Trucks

Truck mixers operating at agitating speed or truck agitators used for transporting plant-mixed concrete shall conform to the requirements of ASTM C 94. Nonagitating equipment shall be used only for transporting plant-mixed concrete over a smooth road and when the hauling time is less than 15 minutes. Bodies of nonagitating equipment shall be smooth, watertight, metal containers specifically designed to transport concrete, shaped with rounded corners to minimize segregation, and equipped with gates that will permit positive control of the discharge of the concrete.

3.4.3 Chutes

When concrete can be placed directly from a truck mixer, agitator, or nonagitating equipment, the chutes normally attached to this equipment by the manufacturer may be used. A discharge deflector shall be used when required by the Contracting Officer. Separate chutes and other similar equipment will not be permitted for conveying concrete.

3.4.4 Concrete Pumps

Concrete may be conveyed by positive displacement pump when approved. The pumping equipment shall be piston or squeeze pressure type; pneumatic placing equipment shall not be used. The pipeline shall be rigid steel pipe or heavy-duty flexible hose. The inside diameter of the pipe shall be at least 3 times the nominal maximum-size coarse aggregate in the concrete mixture to be pumped but not less than 4 inches. Aluminum pipe shall not be used.

3.5 PLACING CONCRETE

Mixed concrete shall be discharged within 1-1/2 hours or before the mixer drum has revolved 300 revolutions, whichever comes first after the introduction of the mixing water to the cement and aggregates. When the concrete temperature exceeds 85 degrees F, the time shall be reduced to 45 minutes. Concrete shall be placed within 15 minutes after it has been discharged from the transporting unit. Concrete shall be handled from mixer or transporting unit to forms in a continuous manner until the approved unit of operation is completed. Adequate scaffolding, ramps and walkways shall be provided so that personnel and equipment are not supported by in-place reinforcement. Placing will not be permitted when the sun, heat, wind, or limitations of facilities furnished by the Contractor prevent proper consolidation, finishing and curing. Sufficient placing capacity shall be provided so that concrete can be kept free of cold joints.

3.5.1 Depositing Concrete

Concrete shall be deposited as close as possible to its final position in the forms, and there shall be no vertical drop greater than 5 feet except where suitable equipment is provided to prevent segregation and where specifically authorized. Depositing of the concrete shall be so regulated that it will be effectively consolidated in horizontal layers not more than 12 inches thick, except that all slabs shall be placed in a single layer. Concrete to receive other construction shall be screeded to the proper

level. Concrete shall be deposited continuously in one layer or in layers so that fresh concrete is deposited on in-place concrete that is still plastic. Fresh concrete shall not be deposited on concrete that has hardened sufficiently to cause formation of seams or planes of weakness within the section. Concrete that has surface dried, partially hardened, or contains foreign material shall not be used. When temporary spreaders are used in the forms, the spreaders shall be removed as their service becomes unnecessary. Concrete shall not be placed in slabs over columns and walls until concrete in columns and walls has been in-place at least two hours or until the concrete begins to lose its plasticity. Concrete for beams, girders, brackets, column capitals, haunches, and drop panels shall be placed at the same time as concrete for adjoining slabs.

3.5.2 Consolidation

Immediately after placing, each layer of concrete shall be consolidated by internal vibrators, except for slabs 4 inches thick or less. The vibrators shall at all times be adequate in effectiveness and number to properly consolidate the concrete; a spare vibrator shall be kept at the jobsite during all concrete placing operations. The vibrators shall have a frequency of not less than 10,000 vibrations per minute, an amplitude of at least 0.025 inch, and the head diameter shall be appropriate for the structural member and the concrete mixture being placed. Vibrators shall be inserted vertically at uniform spacing over the area of placement. The distance between insertions shall be approximately 1-1/2 times the radius of action of the vibrator so that the area being vibrated will overlap the adjacent just-vibrated area by a reasonable amount. The vibrator shall penetrate rapidly to the bottom of the layer and at least 6 inches into the preceding layer if there is such. Vibrator shall be held stationary until the concrete is consolidated and then vertically withdrawn slowly while operating. Form vibrators shall not be used unless specifically approved and unless forms are constructed to withstand their use. Vibrators shall not be used to move concrete within the forms. Slabs 4 inches and less in thickness shall be consolidated by properly designed vibrating screeds or other approved technique. Excessive vibration of lightweight concrete resulting in segregation or flotation of coarse aggregate shall be prevented. Frequency and amplitude of vibrators shall be determined in accordance with COE CRD-C 521. Grate tampers ("jitterbugs") shall not be used.

3.5.3 Cold Weather Requirements

Special protection measures, approved by the Contracting Officer, shall be used if freezing temperatures are anticipated before the expiration of the specified curing period. The ambient temperature of the air where concrete is to be placed and the temperature of surfaces to receive concrete shall be not less than 40 degrees F. The temperature of the concrete when placed shall be not less than 50 degrees F nor more than 75 degrees F. Heating of the mixing water or aggregates will be required to regulate the concrete placing temperature. Materials entering the mixer shall be free from ice, snow, or frozen lumps. Salt, chemicals or other materials shall not be incorporated in the concrete to prevent freezing. Upon written approval, an accelerating admixture conforming to ASTM C 494, Type C or E may be used, provided it contains no calcium chloride. Calcium chloride shall not be used.

3.5.4 Hot Weather Requirements

When the ambient temperature during concrete placing is expected to exceed 85 degrees F, the concrete shall be placed and finished with procedures previously submitted and as specified herein. The concrete temperature at time of delivery to the forms shall not exceed the temperature shown in the table below when measured in accordance with ASTM C 1064. Cooling of the mixing water or aggregates or placing concrete in the cooler part of the day may be required to obtain an adequate placing temperature. A retarder may be used, as approved, to facilitate placing and finishing. Steel forms and reinforcements shall be cooled as approved prior to concrete placement when steel temperatures are greater than 120 degrees F. Conveying and placing equipment shall be cooled if necessary to maintain proper concrete-placing temperature.

Maximum Allowable Concrete Placing Temperature

Relative Humidity, Percent, During Time of Concrete Placement	Maximum Allowable Concrete Temperature Degrees
Greater than 60	90 F
40-60	85 F
Less than 40	80 F

3.5.5 Prevention of Plastic Shrinkage Cracking

During hot weather with low humidity, and particularly with appreciable wind, as well as interior placements when space heaters produce low humidity, the Contractor shall be alert to the tendency for plastic shrinkage cracks to develop and shall institute measures to prevent this. Particular care shall be taken if plastic shrinkage cracking is potentially imminent and especially if it has developed during a previous placement. Periods of high potential for plastic shrinkage cracking can be anticipated by use of Fig. 2.1.5 of ACI 305R. In addition the concrete placement shall be further protected by erecting shades and windbreaks and by applying fog sprays of water, sprinkling, ponding or wet covering. Plastic shrinkage cracks that occur shall be filled by injection of epoxy resin as directed, after the concrete hardens. Plastic shrinkage cracks shall never be troweled over or filled with slurry.

3.5.6 Placing Concrete in Congested Areas

Special care shall be used to ensure complete filling of the forms, elimination of all voids, and complete consolidation of the concrete when placing concrete in areas congested with reinforcing bars, embedded items, waterstops and other tight spacing. An appropriate concrete mixture shall be used, and the nominal maximum size of aggregate (NMSA) shall meet the specified criteria when evaluated for the congested area. Vibrators with heads of a size appropriate for the clearances available shall be used, and the consolidation operation shall be closely supervised to ensure complete and thorough consolidation at all points. Where necessary, splices of reinforcing bars shall be alternated to reduce congestion. Where two mats of closely spaced reinforcing are required, the bars in each mat shall be placed in matching alignment to reduce congestion.

3.5.7 Placing Flowable Concrete

If a plasticizing admixture conforming to ASTM C 1017 is used or if a Type F or G high range water reducing admixture is permitted to increase the slump, the concrete shall meet all requirements of paragraph GENERAL REQUIREMENTS in PART 1. Extreme care shall be used in conveying and placing the concrete to avoid segregation. Consolidation and finishing shall meet all requirements of paragraphs Placing Concrete, Finishing Formed Surfaces, and Finishing Unformed Surfaces. No relaxation of requirements to accommodate flowable concrete will be permitted.

3.6 JOINTS

Joints shall be located and constructed as indicated or otherwise approved by the Contracting Officer. Reinforcement shall be 2 inches clear from each joint. Except where otherwise indicated, construction joints between interior slabs on grade and vertical surfaces shall consist of 30 pound asphalt-saturated felt, extending for the full depth of the slab. The perimeters of the slabs shall be free of fins, rough edges, spalling, or other unsightly appearance. Reservoir for sealant for construction and contraction joints in slabs shall be formed to the dimensions shown on the drawings by removing snap-out joint-forming inserts, by sawing sawable inserts, or by sawing to widen the top portion of sawed joints. Joints to be sealed shall be cleaned and sealed as indicated and in accordance with Section 07900 JOINT SEALING.

3.6.1 Construction Joints

Where concrete work is interrupted by weather, end of work shift or other similar type of delay, location and type of construction joint shall be subject to approval of the Contracting Officer. Unless otherwise indicated and except for slabs on grade, reinforcing steel shall extend through construction joints. Construction joints in slabs on grade shall be keyed or doweled as shown.

3.6.2 Contraction Joints in Slabs on Grade

Contraction Joints shall be produced by forming a weakened plane in the concrete slab by sawing a continuous slot with a concrete saw. Regardless of method used to produce the weakened plane, it shall be 1/4 the depth of the slab thickness and between 1/8 and 3/16 inch wide. For saw-cut joints, cutting shall be timed properly with the set of the concrete. Cutting shall be started as soon as the concrete has hardened sufficiently to prevent ravelling of the edges of the saw cut. Cutting shall be completed before shrinkage stresses become sufficient to produce cracking. Reservoir for joint sealant shall be formed as previously specified.

3.6.3 Expansion Joints

Installation of expansion joints and sealing of these joints shall conform to the requirements of Section 03150 EXPANSION JOINTS AND CONTRACTION JOINTS.

3.6.4 Dowels and Tie Bars

Dowels and tie bars shall be installed at the locations shown on the drawings and to the details shown, using materials and procedures specified in Section 03200 CONCRETE REINFORCEMENT and herein. Conventional smooth "paving" dowels shall be installed in slabs using approved methods to hold the dowel in place during concreting within a maximum alignment tolerance of 1/8 inch in 12 inches. "Structural" type deformed bar dowels, or tie bars, shall be installed to meet the specified tolerances. Care shall be taken during placing adjacent to and around dowels and tie bars to ensure there is no displacement of the dowel or tie bar and that the concrete completely embeds the dowel or tie bar and is thoroughly consolidated.

3.7 FINISHING FORMED SURFACES

Forms, form materials, and form construction are specified in Section 03100 STRUCTURAL CONCRETE FORMWORK. Finishing of formed surfaces shall be as specified herein. Unless another type of architectural or special finish is specified, surfaces shall be left with the texture imparted by the forms except that defective surfaces shall be repaired. Unless painting of surfaces is required, uniform color of the concrete shall be maintained by use of only one mixture without changes in materials or proportions for any structure or portion of structure that requires a Class A or B finish. Except for major defects, as defined hereinafter, surface defects shall be repaired as specified herein within 24 hours after forms are removed. Repairs of the so-called "plaster-type" will not be permitted in any location. Tolerances of formed surfaces shall conform to the requirements of ACI 117/117R. These tolerances apply to the finished concrete surface, not to the forms themselves; forms shall be set true to line and grade. Form tie holes requiring repair and other defects whose depth is at least as great as their surface diameter shall be repaired as specified in paragraph Damp-Pack Mortar Repair. Defects whose surface diameter is greater than their depth shall be repaired as specified in paragraph Repair of Major Defects. Repairs shall be finished flush with adjacent surfaces and with the same surface texture. The cement used for all repairs shall be a blend of job cement with white cement proportioned so that the final color after curing and aging will be the same as the adjacent concrete. Concrete with excessive honeycomb, or other defects which affect the strength of the member, will be rejected. Repairs shall be demonstrated to be acceptable and free from cracks or loose or drummy areas at the completion of the contract. Repairs not meeting these requirements will be rejected and shall be replaced.

3.7.1 Class C Finish

Class C finish is required for all structures. Fins, ravelings, and loose material shall be removed, and, except as otherwise indicated or as specified in Section 03100 STRUCTURAL CONCRETE FORMWORK, holes left by removal of form ties shall be reamed and filled. Honeycomb and other defects more than 1/2 inch deep or more than 2 inches in diameter shall be repaired. Defects more than 2 inches in diameter shall be cut back to sound concrete, but in all cases at least 1 inch deep.

3.7.2 Curb and Gutter

The edges of the gutter and top of the curb shall be rounded with an edging tool to a radius of 1/2 inch and the surfaces shall be floated and finished

with a smooth wood float until true to grade and section and uniform in texture. Floated surfaces shall then be brushed with a fine-hair brush with longitudinal strokes. Immediately after removing the front curb form, the face of the curb shall be rubbed with a wood or concrete rubbing block and water until blemishes, form marks, and tool marks have been removed, and shall be uniform in color, shape and appearance. The surface while still wet, shall be brushed in the same manner as the gutter and curb top. The top surface of the gutter and entrance shall be finished to grade with a wood float.

3.8 REPAIRS

3.8.1 Damp-Pack Mortar Repair

Form tie holes requiring repair and other defects whose depth is at least as great as their surface diameter but not over 4 inches shall be repaired by the damp-pack mortar method. Form tie holes shall be reamed and other similar defects shall be cut out to sound concrete. The void shall then be thoroughly cleaned, thoroughly wetted, brush-coated with a thin coat of neat cement grout and filled with mortar. Mortar shall be a stiff mix of 1 part portland cement to 2 parts fine aggregate passing the No. 16 mesh sieve, and minimum amount of water. Only sufficient water shall be used to produce a mortar which, when used, will stick together on being molded into a ball by a slight pressure of the hands and will not exude water but will leave the hands damp. Mortar shall be mixed and allowed to stand for 30 to 45 minutes before use with remixing performed immediately prior to use. Mortar shall be thoroughly tamped in place in thin layers using a hammer and hardwood block. Holes passing entirely through walls shall be completely filled from the inside face by forcing mortar through to the outside face. All holes shall be packed full. Damp-pack repairs shall be moist cured for at least 48 hours.

3.8.2 Repair of Major Defects

Major defects will be considered to be those more than 1/2 inch deep or, for Class A and B finishes, more than 1/2 inch in diameter and, for Class C and D finishes, more than 2 inches in diameter. Also included are any defects of any kind whose depth is over 4 inches or whose surface diameter is greater than their depth. Major defects shall be repaired as specified below.

3.8.2.1 Surface Application of Mortar Repair

Defective concrete shall be removed, and removal shall extend into completely sound concrete. Approved equipment and procedures which will not cause cracking or microcracking of the sound concrete shall be used. If reinforcement is encountered, concrete shall be removed so as to expose the reinforcement for at least 2 inches on all sides. All such defective areas greater than 12 square inches shall be outlined by saw cuts at least 1 inch deep. Defective areas less than 12 square inches shall be outlined by a 1 inch deep cut with a core drill in lieu of sawing. All saw cuts shall be straight lines in a rectangular pattern in line with the formwork panels. After concrete removal, the surface shall be thoroughly cleaned by high pressure washing to remove all loose material. Surfaces shall be kept continually saturated for the first 12 of the 24 hours immediately before placing mortar and shall be damp but not wet at the time of commencing mortar placement. The Contractor, at his option, may use either hand-placed

mortar or mortar placed with a mortar gun. If hand-placed mortar is used, the edges of the cut shall be perpendicular to the surface of the concrete. The prepared area shall be brush-coated with a thin coat of neat cement grout. The repair shall then be made using a stiff mortar, preshrunk by allowing the mixed mortar to stand for 30 to 45 minutes and then remixed, thoroughly tamped into place in thin layers. If hand-placed mortar is used, the Contractor shall test each repair area for drumminess by firm tapping with a hammer and shall inspect for cracks, both in the presence of the Contracting Officer's representative, immediately before completion of the contract, and shall replace any showing drumminess or cracking. If mortar placed with a mortar gun is used, the gun shall be a small compressed air-operated gun to which the mortar is slowly hand fed and which applies the mortar to the surface as a high-pressure stream, as approved. Repairs made using shotcrete equipment will not be accepted. The mortar used shall be the same mortar as specified for damp-pack mortar repair. If gun-placed mortar is used, the edges of the cut shall be beveled toward the center at a slope of 1:1. All surface applied mortar repairs shall be continuously moist cured for at least 7 days. Moist curing shall consist of several layers of saturated burlap applied to the surface immediately after placement is complete and covered with polyethylene sheeting, all held closely in place by a sheet of plywood or similar material rigidly braced against it. Burlap shall be kept continually wet.

3.8.2.2 Repair of Deep and Large Defects

Deep and large defects will be those that are more than 6 inches deep and also have an average diameter at the surface more than 18 inches or that are otherwise so identified by the Project Office. Such defects shall be repaired as specified herein or directed, except that defects which affect the strength of the structure shall not be repaired and that portion of the structure shall be completely removed and replaced. Deep and large defects shall be repaired by procedures approved in advance including forming and placing special concrete using applied pressure during hardening. Preparation of the repair area shall be as specified for surface application of mortar. In addition, the top edge (surface) of the repair area shall be sloped at approximately 20 degrees from the horizontal, upward toward the side from which concrete will be placed. The special concrete shall be a concrete mixture with low water content and low slump, and shall be allowed to age 30 to 60 minutes before use. Concrete containing a specified expanding admixture may be used in lieu of the above mixture; the paste portion of such concrete mixture shall be designed to have an expansion between 2.0 and 4.0 percent when tested in accordance with ASTM C 940. A full width "chimney" shall be provided at the top of the form on the placing side to ensure filling to the top of the opening. A pressure cap shall be used on the concrete in the chimney with simultaneous tightening and revibrating the form during hardening to ensure a tight fit for the repair. The form shall be removed after 24 hours and immediately the chimney shall be carefully chipped away to avoid breaking concrete out of the repair; the surface of the repair concrete shall be dressed as required.

3.9 FINISHING UNFORMED SURFACES

The finish of all unformed surfaces shall meet the requirements of paragraph Tolerances in PART 1, when tested as specified herein.

3.9.1 General

The ambient temperature of spaces adjacent to unformed surfaces being finished and of the base on which concrete will be placed shall be not less than 50 degrees F. In hot weather all requirements of paragraphs Hot Weather Requirements and Prevention of Plastic Shrinkage Cracking shall be met. Unformed surfaces that are not to be covered by additional concrete or backfill shall have a float finish, with additional finishing as specified below, and shall be true to the elevation shown on the drawings. Surfaces to receive additional concrete or backfill shall be brought to the elevation shown on the drawings, properly consolidated, and left true and regular. Unless otherwise shown on the drawings, exterior surfaces shall be sloped for drainage, as directed. Where drains are provided, interior floors shall be evenly sloped to the drains. Joints shall be carefully made with a jointing or edging tool. The finished surfaces shall be protected from stains or abrasions. Grate tampers or "jitterbugs" shall not be used for any surfaces. The dusting of surfaces with dry cement or other materials or the addition of any water during finishing shall not be permitted. If bleedwater is present prior to finishing, the excess water shall be carefully dragged off or removed by absorption with porous materials such as burlap. During finishing operations, extreme care shall be taken to prevent over finishing or working water into the surface; this can cause "crazing" (surface shrinkage cracks which appear after hardening) of the surface. Any slabs with surfaces which exhibit significant crazing shall be removed and replaced. During finishing operations, surfaces shall be checked with a 10 foot straightedge, applied in both directions at regular intervals while the concrete is still plastic, to detect high or low areas.

3.9.2 Rough Slab Finish

As a first finishing operation for all unformed surfaces, the surface shall receive an initial slab finish prepared as follows. The concrete shall be uniformly placed across the slab area, consolidated as previously specified, and then screeded with straightedge strikeoffs immediately after consolidation to bring the surface to the required finish level with no coarse aggregate visible. Side forms and screed rails shall be provided, rigidly supported, and set to exact line and grade. Allowable tolerances for finished surfaces apply only to the hardened concrete, not to forms or screed rails. Forms and screed rails shall be set true to line and grade. "Wet screeds" shall not be used.

3.9.3 Floated Finish

All slabs shall next be given a wood float finish. The screeding shall be followed immediately by darbying or bull floating before bleeding water is present, to bring the surface to a true, even plane. Then, after the concrete has stiffened so that it will withstand a man's weight without imprint of more than 1/4 inch and the water sheen has disappeared, it shall be floated to a true and even plane free of ridges. Floating shall be performed by use of suitable hand floats or power driven equipment. Sufficient pressure shall be used on the floats to bring a film of moisture to the surface. Hand floats shall be made of wood, magnesium, or aluminum. Lightweight concrete or concrete that exhibits stickiness shall be floated with a magnesium float. Care shall be taken to prevent over-finishing or incorporating water into the surface.

3.10 CURING AND PROTECTION

3.10.1 General

Concrete shall be cured by an approved method for the period of time given below:

Concrete with Type III cement	3 days
All other concrete	7 days

Immediately after placement, concrete shall be protected from premature drying, extremes in temperatures, rapid temperature change, mechanical injury and damage from rain and flowing water for the duration of the curing period. Air and forms in contact with concrete shall be maintained at a temperature above 50 degrees F for the first 3 days and at a temperature above 32 degrees F for the remainder of the specified curing period. Exhaust fumes from combustion heating units shall be vented to the outside of the enclosure, and heaters and ducts shall be placed and directed so as not to cause areas of overheating and drying of concrete surfaces or to create fire hazards. Materials and equipment needed for adequate curing and protection shall be available and at the site prior to placing concrete. No fire or excessive heat, including welding, shall be permitted near or in direct contact with the concrete at any time. Except as otherwise permitted by paragraph Membrane Forming Curing Compounds, moist curing shall be provided for any areas to receive floor hardener, any paint or other applied coating, or to which other concrete is to be bonded. Concrete containing silica fume shall be initially cured by fog misting during finishing, followed immediately by continuous moist curing. Except for plastic coated burlap, impervious sheeting alone shall not be used for curing.

3.10.2 Moist Curing

Concrete to be moist-cured shall be maintained continuously wet for the entire curing period, commencing immediately after finishing. If water or curing materials used stain or discolor concrete surfaces which are to be permanently exposed, the concrete surfaces shall be cleaned as approved. When wooden forms are left in place during curing, they shall be kept wet at all times. If steel forms are used in hot weather, nonsupporting vertical forms shall be broken loose from the concrete soon after the concrete hardens and curing water continually applied in this void. If the forms are removed before the end of the curing period, curing shall be carried out as on unformed surfaces, using suitable materials. Surfaces shall be cured by ponding, by continuous sprinkling, by continuously saturated burlap or cotton mats, or by continuously saturated plastic coated burlap. Burlap and mats shall be clean and free from any contamination and shall be completely saturated before being placed on the concrete. The Contractor shall have an approved work system to ensure that moist curing is continuous 24 hours per day.

3.10.3 Membrane Forming Curing Compounds

Membrane curing shall not be used on surfaces that are to receive any subsequent treatment depending on adhesion or bonding to the concrete, including surfaces to which a smooth finish is to be applied or other concrete to be bonded. However, a styrene acrylate or chlorinated rubber compound meeting ASTM C 309, Class B requirements, may be used for surfaces which are to be painted or are to receive bituminous roofing or

waterproofing, or floors that are to receive adhesive applications of resilient flooring. The curing compound selected shall be compatible with any subsequent paint, roofing, waterproofing or flooring specified. Membrane curing compound shall not be used on surfaces that are maintained at curing temperatures with free steam. Curing compound shall be applied to formed surfaces immediately after the forms are removed and prior to any patching or other surface treatment except the cleaning of loose sand, mortar, and debris from the surface. All surfaces shall be thoroughly moistened with water. Curing compound shall be applied to slab surfaces as soon as the bleeding water has disappeared, with the tops of joints being temporarily sealed to prevent entry of the compound and to prevent moisture loss during the curing period. The curing compound shall be applied in a two-coat continuous operation by approved motorized power-spraying equipment operating at a minimum pressure of 75 psi, at a uniform coverage of not more than 400 square feet per gallon for each coat, and the second coat shall be applied perpendicular to the first coat. Concrete surfaces which have been subjected to rainfall within 3 hours after curing compound has been applied shall be resprayed by the method and at the coverage specified. Surfaces on which clear compound is used shall be shaded from direct rays of the sun for the first 3 days. Surfaces coated with curing compound shall be kept free of foot and vehicular traffic, and from other sources of abrasion and contamination during the curing period.

3.10.4 Impervious Sheeting

Except for plastic coated burlap, impervious sheeting alone shall not be used for curing. Impervious-sheet curing shall only be used on horizontal or nearly horizontal surfaces. Surfaces shall be thoroughly wetted and be completely covered with the sheeting. Sheeting shall be at least 18 inches wider than the concrete surface to be covered. Covering shall be laid with light-colored side up. Covering shall be lapped not less than 12 inches and securely weighted down or shall be lapped not less than 4 inches and taped to form a continuous cover with completely closed joints. The sheet shall be weighted to prevent displacement so that it remains in contact with the concrete during the specified length of curing. Coverings shall be folded down over exposed edges of slabs and secured by approved means. Sheets shall be immediately repaired or replaced if tears or holes appear during the curing period.

3.10.5 Ponding or Immersion

Concrete shall be continually immersed throughout the curing period. Water shall not be more than 20 degrees F less than the temperature of the concrete.

3.10.6 Cold Weather Curing and Protection

When the daily ambient low temperature is less than 32 degrees F the temperature of the concrete shall be maintained above 40 degrees F for the first seven days after placing. During the period of protection removal, the air temperature adjacent to the concrete surfaces shall be controlled so that concrete near the surface will not be subjected to a temperature differential of more than 25 degrees F as determined by suitable temperature measuring devices furnished by the Government, as required, and installed adjacent to the concrete surface and 2 inches inside the surface of the concrete. The installation of the thermometers shall be made by the Contractor as directed.

3.11 TESTING AND INSPECTION FOR CONTRACTOR QUALITY CONTROL

The Contractor shall perform the inspection and tests described below and, based upon the results of these inspections and tests, shall take the action required and shall submit specified reports. When, in the opinion of the Contracting Officer, the concreting operation is out of control, concrete placement shall cease and the operation shall be corrected. The laboratory performing the tests shall be onsite and shall conform with ASTM C 1077. Materials may be subjected to check testing by the Government from samples obtained at the manufacturer, at transfer points, or at the project site. The Government will inspect the laboratory, equipment, and test procedures prior to start of concreting operations and at least once per month thereafter for conformance with ASTM C 1077.

3.11.1 Grading and Corrective Action

3.11.1.1 Fine Aggregate

At least once during each shift when the concrete plant is operating, there shall be one sieve analysis and fineness modulus determination in accordance with ASTM C 136 and COE CRD-C 104 for the fine aggregate or for each fine aggregate if it is batched in more than one size or classification. The location at which samples are taken may be selected by the Contractor as the most advantageous for control. However, the Contractor is responsible for delivering fine aggregate to the mixer within specification limits. When the amount passing on any sieve is outside the specification limits, the fine aggregate shall be immediately resampled and retested. If there is another failure on any sieve, the fact shall immediately reported to the Contracting Officer, concreting shall be stopped, and immediate steps taken to correct the grading.

3.11.1.2 Coarse Aggregate

At least once during each shift in which the concrete plant is operating, there shall be a sieve analysis in accordance with ASTM C 136 for each size of coarse aggregate. The location at which samples are taken may be selected by the Contractor as the most advantageous for production control. However, the Contractor shall be responsible for delivering the aggregate to the mixer within specification limits. A test record of samples of aggregate taken at the same locations shall show the results of the current test as well as the average results of the five most recent tests including the current test. The Contractor may adopt limits for control coarser than the specification limits for samples taken other than as delivered to the mixer to allow for degradation during handling. When the amount passing any sieve is outside the specification limits, the coarse aggregate shall be immediately resampled and retested. If the second sample fails on any sieve, that fact shall be reported to the Contracting Officer. Where two consecutive averages of 5 tests are outside specification limits, the operation shall be considered out of control and shall be reported to the Contracting Officer. Concreting shall be stopped and immediate steps shall be taken to correct the grading.

3.11.2 Quality of Aggregates

Thirty days prior to the start of concrete placement, the Contractor shall perform all tests for aggregate quality required by ASTM C 33. In addition,

after the start of concrete placement, the Contractor shall perform tests for aggregate quality at least every three months, and when the source of aggregate or aggregate quality changes. Samples tested after the start of concrete placement shall be taken immediately prior to entering the concrete mixer.

3.11.3 Scales, Batching and Recording

The accuracy of the scales shall be checked by test weights prior to start of concrete operations and at least once every three months. Such tests shall also be made as directed whenever there are variations in properties of the fresh concrete that could result from batching errors. Once a week the accuracy of each batching and recording device shall be checked during a weighing operation by noting and recording the required weight, recorded weight, and the actual weight batched. At the same time, the Contractor shall test and ensure that the devices for dispensing admixtures are operating properly and accurately. When either the weighing accuracy or batching accuracy does not comply with specification requirements, the plant shall not be operated until necessary adjustments or repairs have been made. Discrepancies in recording accuracies shall be corrected immediately.

3.11.4 Batch-Plant Control

The measurement of concrete materials including cementitious materials, each size of aggregate, water, and admixtures shall be continuously controlled. The aggregate weights and amount of added water shall be adjusted as necessary to compensate for free moisture in the aggregates. The amount of air-entraining agent shall be adjusted to control air content within specified limits. A report shall be prepared indicating type and source of cement used, type and source of pozzolan or slag used, amount and source of admixtures used, aggregate source, the required aggregate and water weights per cubic yard, amount of water as free moisture in each size of aggregate, and the batch aggregate and water weights per cubic yard for each class of concrete batched during each day's plant operation.

3.11.5 Concrete Mixture

- a. Air Content Testing. Air content tests shall be made when test specimens are fabricated. In addition, at least two tests for air content shall be made on randomly selected batches of each separate concrete mixture produced during each 8-hour period of concrete production. Additional tests shall be made when excessive variation in workability is reported by the placing foreman or Government inspector. Tests shall be made in accordance with ASTM C 231 for normal weight concrete and ASTM C 173 for lightweight concrete. Test results shall be plotted on control charts which shall at all times be readily available to the Government and shall be submitted weekly. Copies of the current control charts shall be kept in the field by testing crews and results plotted as tests are made. When a single test result reaches either the upper or lower action limit, a second test shall immediately be made. The results of the two tests shall be averaged and this average used as the air content of the batch to plot on both the air content and the control chart for range, and for determining need for any remedial action. The result of each test, or average as noted in the previous sentence, shall be plotted on a separate control chart for each mixture on which an "average line" is set at the midpoint of

the specified air content range from paragraph Air Entrainment. An upper warning limit and a lower warning limit line shall be set 1.0 percentage point above and below the average line, respectively. An upper action limit and a lower action limit line shall be set 1.5 percentage points above and below the average line, respectively. The range between each two consecutive tests shall be plotted on a secondary control chart for range where an upper warning limit is set at 2.0 percentage points and an upper action limit is set at 3.0 percentage points. Samples for air content may be taken at the mixer, however, the Contractor is responsible for delivering the concrete to the placement site at the stipulated air content. If the Contractor's materials or transportation methods cause air content loss between the mixer and the placement, correlation samples shall be taken at the placement site as required by the Contracting Officer, and the air content at the mixer controlled as directed.

- b. Air Content Corrective Action. Whenever points on the control chart for percent air reach either warning limit, an adjustment shall immediately be made in the amount of air-entraining admixture batched. As soon as practical after each adjustment, another test shall be made to verify the result of the adjustment. Whenever a point on the secondary control chart for range reaches the warning limit, the admixture dispenser shall be recalibrated to ensure that it is operating accurately and with good reproducibility. Whenever a point on either control chart reaches an action limit line, the air content shall be considered out of control and the concreting operation shall immediately be halted until the air content is under control. Additional air content tests shall be made when concreting is restarted.
- c. Slump Testing. In addition to slump tests which shall be made when test specimens are fabricated, at least four slump tests shall be made on randomly selected batches in accordance with ASTM C 143 for each separate concrete mixture produced during each 8-hour or less period of concrete production each day. Also, additional tests shall be made when excessive variation in workability is reported by the placing foreman or Government inspector. Test results shall be plotted on control charts which shall at all times be readily available to the Government and shall be submitted weekly. Copies of the current control charts shall be kept in the field by testing crews and results plotted as tests are made. When a single slump test reaches or goes beyond either the upper or lower action limit, a second test shall immediately be made. The results of the two tests shall be averaged and this average used as the slump of the batch to plot on both the control charts for slump and the chart for range, and for determining need for any remedial action. Limits shall be set on separate control charts for slump for each type of mixture. The upper warning limit shall be set at 1/2 inch below the maximum allowable slump specified in paragraph Slump in PART 1 for each type of concrete and an upper action limit line and lower action limit line shall be set at the maximum and minimum allowable slumps, respectively, as specified in the same paragraph. The range between each consecutive slump test for each type of mixture shall be plotted on a single control chart for range on which an upper action limit is set at 2 inches. Samples for slump shall be taken at the mixer. However, the Contractor is

responsible for delivering the concrete to the placement site at the stipulated slump. If the Contractor's materials or transportation methods cause slump loss between the mixer and the placement, correlation samples shall be taken at the placement site as required by the Contracting Officer, and the slump at the mixer controlled as directed.

- d. Slump Corrective Action. Whenever points on the control charts for slump reach the upper warning limit, an adjustment shall immediately be made in the batch weights of water and fine aggregate. The adjustments are to be made so that the total water content does not exceed that amount allowed by the maximum w/c ratio specified, based on aggregates which are in a saturated surface dry condition. When a single slump reaches the upper or lower action limit, no further concrete shall be delivered to the placing site until proper adjustments have been made. Immediately after each adjustment, another test shall be made to verify the correctness of the adjustment. Whenever two consecutive individual slump tests, made during a period when there was no adjustment of batch weights, produce a point on the control chart for range at or above the upper action limit, the concreting operation shall immediately be halted, and the Contractor shall take appropriate steps to bring the slump under control. Additional slump tests shall be made as directed.
- e. Temperature. The temperature of the concrete shall be measured when compressive strength specimens are fabricated. Measurement shall be in accordance with ASTM C 1064. The temperature shall be reported along with the compressive strength data.
- f. Strength Specimens. At least one set of test specimens shall be made, for compressive or flexural strength as appropriate, on each different concrete mixture placed during the day for each 500 cubic yards or portion thereof of that concrete mixture placed each day. Additional sets of test specimens shall be made, as directed by the Contracting Officer, when the mixture proportions are changed or when low strengths have been detected. A truly random (not haphazard) sampling plan shall be developed by the Contractor and approved by the Contracting Officer prior to the start of construction. The plan shall assure that sampling is done in a completely random and unbiased manner. A set of test specimens for concrete with a 28-day specified strength per paragraph Strength Requirements in PART 1 shall consist of four specimens, two to be tested at 7 days and two at 28 days. Test specimens shall be molded and cured in accordance with ASTM C 31 and tested in accordance with ASTM C 39 for test cylinders and ASTM C 78 for test beams. Results of all strength tests shall be reported immediately to the Contracting Officer. Quality control charts shall be kept for individual strength "tests", ("test" as defined in paragraph Strength Requirements in PART 1) moving average of last 3 "tests" for strength, and moving average for range for the last 3 "tests" for each mixture. The charts shall be similar to those found in ACI 214.3R.

3.11.6 Inspection Before Placing

Foundations, construction joints, forms, and embedded items shall be inspected by the Contractor in sufficient time prior to each concrete placement in order to certify to the Contracting Officer that they are ready to receive concrete. The results of each inspection shall be reported in writing.

3.11.7 Placing

The placing foreman shall supervise placing operations, shall determine that the correct quality of concrete or grout is placed in each location as specified and as directed by the Contracting Officer, and shall be responsible for measuring and recording concrete temperatures and ambient temperature hourly during placing operations, weather conditions, time of placement, volume placed, and method of placement. The placing foreman shall not permit batching and placing to begin until it has been verified that an adequate number of vibrators in working order and with competent operators are available. Placing shall not be continued if any pile of concrete is inadequately consolidated. If any batch of concrete fails to meet the temperature requirements, immediate steps shall be taken to improve temperature controls.

3.11.8 Vibrators

The frequency and amplitude of each vibrator shall be determined in accordance with COE CRD-C 521 prior to initial use and at least once a month when concrete is being placed. Additional tests shall be made as directed when a vibrator does not appear to be adequately consolidating the concrete. The frequency shall be determined while the vibrator is operating in concrete with the tachometer being held against the upper end of the vibrator head while almost submerged and just before the vibrator is withdrawn from the concrete. The amplitude shall be determined with the head vibrating in air. Two measurements shall be taken, one near the tip and another near the upper end of the vibrator head, and these results averaged. The make, model, type, and size of the vibrator and frequency and amplitude results shall be reported in writing. Any vibrator not meeting the requirements of paragraph Consolidation, shall be immediately removed from service and repaired or replaced.

3.11.9 Curing Inspection

- a. Moist Curing Inspections. At least once each shift, and not less than twice per day on both work and non-work days, an inspection shall be made of all areas subject to moist curing. The surface moisture condition shall be noted and recorded.
- b. Moist Curing Corrective Action. When a daily inspection report lists an area of inadequate curing, immediate corrective action shall be taken, and the required curing period for those areas shall be extended by 1 day.
- c. Membrane Curing Inspection. No curing compound shall be applied until the Contractor has verified that the compound is properly mixed and ready for spraying. At the end of each operation, the Contractor shall estimate the quantity of compound used by measurement of the container and the area of concrete surface

covered, shall compute the rate of coverage in square feet per gallon, and shall note whether or not coverage is uniform.

- d. Membrane Curing Corrective Action. When the coverage rate of the curing compound is less than that specified or when the coverage is not uniform, the entire surface shall be sprayed again.
- e. Sheet Curing Inspection. At least once each shift and once per day on non-work days, an inspection shall be made of all areas being cured using impervious sheets. The condition of the covering and the tightness of the laps and tapes shall be noted and recorded.
- f. Sheet Curing Corrective Action. When a daily inspection report lists any tears, holes, or laps or joints that are not completely closed, the tears and holes shall promptly be repaired or the sheets replaced, the joints closed, and the required curing period for those areas shall be extended by 1 day.

3.11.10 Cold-Weather Protection

At least once each shift and once per day on non-work days, an inspection shall be made of all areas subject to cold-weather protection. Any deficiencies shall be noted, corrected, and reported.

3.11.11 Mixer Uniformity

- a. Stationary Mixers. Prior to the start of concrete placing and once every 6 months when concrete is being placed, or once for every 75,000 cubic yards of concrete placed, whichever results in the shortest time interval, uniformity of concrete mixing shall be determined in accordance with ASTM C 94.
- b. Mixer Uniformity Corrective Action. When a mixer fails to meet mixer uniformity requirements, either the mixing time shall be increased, batching sequence changed, batch size reduced, or adjustments shall be made to the mixer until compliance is achieved.

3.11.12 Reports

All results of tests or inspections conducted shall be reported informally as they are completed and in writing daily. A weekly report shall be prepared for the updating of control charts covering the entire period from the start of the construction season through the current week. During periods of cold-weather protection, reports of pertinent temperatures shall be made daily. These requirements do not relieve the Contractor of the obligation to report certain failures immediately as required in preceding paragraphs. Such reports of failures and the action taken shall be confirmed in writing in the routine reports. The Contracting Officer has the right to examine all contractor quality control records.

DIVISION 3 - CONCRETE

SECTION 03360

IMPRINTED CONCRETE PAVING

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IMPRINTED CONCRETE PAVING

PART 1 GENERAL

1.1 WORK INCLUDED

Imprinted and colored concrete paving shall be installed solely for the amphitheater concrete terrace slab surfaces.

1.2 RELATED WORK

The General Contractor shall be responsible for coordinating all related work. See related work in Division 3 - CONCRETE, Sections 03100, 03150, 03200, and 03300.

1.3 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications shall be referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 309-98a	(2001) Liquid Membrane-Forming Compounds For Curing Concrete
ASTM C 494	(2001) Chemical Admixtures for Concrete
ASTM D 1751-99	(2001) Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data; G

Imprinting Tools; Colored Hardener; Release Agent; Joint Sealants

Submit product data on the above listed items.

Installation

Manufacturer's installation instructions.

SD-14 Samples; G

Colored Hardener Colors; Release Agent Colors; Imprint Patterns; 4 ft. x 4 ft. Imprinted Field Sample

Three sets of Color Hardener Colors / Release Agent Colors / Imprint Pattern cards that display the available manufacturer shall be submitted to the Contracting Officer. A 4 ft. x 4 ft. field sample shall be fabricated, based upon the Client's color and imprint pattern selection.

SD-13 Certificates; G

Installer Certification / Licensing

The Contractor shall submit a letter from the tool manufacturer stating that the installer is trained and licensed to install the specified work.

1.5 DELIVERY, STORAGE, AND HANDLING

Deliver materials in unopened containers with labels identifying contents attached.

Powdered materials shall be kept dry and under cover. Protect liquid materials from freezing.

PART 2 PRODUCTS

2.1 MATERIALS

Provide all concrete materials in accordance with specification section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE.

2.1.1 Color Hardener

Emerchrome (OR EQUAL) Color Hardener by:

L.M. Scofield Company
4155 Scofield Road, Douglasville, GA 30134
Phone: (770)920-6000, Fax: (770)920-6060
www.scofield.com, info@scofield.com

Alternate Acceptable Manufacturers:

Patterned Concrete Industries
1116 South 129th East Avenue, Tulsa, OK 74108-3906
Phone: (918)437-6499, Wats: (800)252-4619, Fax: (918)437-5150
www.patternedconcrete.com

Bomanite of N.E. Arkansas
4311 East Highland
Jonesboro, AR 72401
Phone: (870)935-0022, Fax: (870)935-8090

Symons Corporation
200 East Touhy Avenue, Des Plaines, Illinois 60018
Phone: (847)298-3200, Fax: (847)635-9287
www.symons.com. info@symons.com

2.1.1.1 Color Hardener Color

Color of the Color Hardener shall be selected by the Contracting Officer / City of New Madrid from manufacturer's standards (see submittal paragraph 1.4; SD-14 Samples).

2.1.2 Release Agent

Dry-shake powder to facilitate release of imprinting tools.

Acceptable Manufacturers:

L.M. Scofield Company
4155 Scofield Road, Douglasville, GA 30134
Phone: (770)920-6000, Fax: (770)920-6060
www.scofield.com, info@scofield.com

Patterned Concrete Industries
1116 South 129th East Avenue, Tulsa, OK 74108-3906
Phone: (918)437-6499, Wats: (800)252-4619, Fax: (918)437-5150
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Symons Corporation
200 East Touhy Avenue, Des Plaines, Illinois 60018
Phone: (847)298-3200, Fax: (847)635-9287
www.symons.com. info@symons.com

2.1.2.1 Release Agent Color

Color of the Release Agent shall be selected by the Contracting Officer / City of New Madrid from manufacturer's standards (see submittal paragraph 1.4; SD-14 Samples).

2.1.3 Bonding Agent

Product known to enhance adhesion to concrete.

2.1.4 Joint Sealant and Backer Rod

Joint sealer color shall match imprinted concrete.

2.1.5 Curing Compound

Comply with ASTM C309.

2.2 IMPRINTING TOOLS

Acceptable Manufacturers (OR EQUAL)

L.M. Scofield Company
4155 Scofield Road, Douglasville, GA 30134
Phone: (770)920-6000, Fax: (770)920-6060
www.scofield.com, info@scofield.com

Patterned Concrete Industries
1116 South 129th East Avenue, Tulsa, OK 74108-3906
Phone: (918) 437-6499, Wats: (800) 252-4619, Fax: (918) 437-5150
www.patternedconcrete.com

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Phone: (870)935-0022, Fax: (870)935-8090

Symons Corporation
200 East Touhy Avenue, Des Plaines, Illinois 60018
Phone: (847)298-3200, Fax: (847)635-9287
www.symons.com. info@symons.com

2.2.1 Mat Tools

Tools shall be high quality resilient mats reproduced from castings of natural materials and providing uniform joint depth.

2.2.2 Stamping Pattern

The stamping pattern for the imprinted concrete shall be as selected by the Contracting Officer / City of New Madrid from manufacturer's standards (see submittal paragraph 1.4; SD-14 Samples).

PART 3 EXECUTION

3.1 INSPECTION

Verify that sub-grade is prepared according to specifications and is unfrozen and free of frost and standing water. Beginning of installation means acceptance of existing conditions.

3.2 PREPARATION

Reference Section 03100 STRUCTURAL CAST-IN-PLACE CONCRETE FORMWORK.

3.2.1 Layout

Carefully lay-out formwork and joints taking into consideration pattern, intended aesthetics, and construction sequence. Lay-out lines of patterns to run across the normal line of sight.

3.3 INSTALLATION

Securely install forms and screeds. Assemble to permit easy stripping and dismantling without damaging concrete.

3.3.1 Reinforcement and Embedded Items

Install as shown on drawings.

3.3.2 Isolation Joints

Install joint fillers between paving components and building or other appurtenances. Recess top of filler for sealant.

3.3.3 Concrete

Place and screed to required level. Float concrete from two directions with wood trowel to create an open and uniform surface. Do not use metal trowel.

3.3.4 Colored Hardener

Apply 60 pounds per 100 square feet. Apply evenly in two passes using dry-shake method. Wood float after each shake.

3.3.5 Plaster Covered & Imprinted Vertical Surfaces (Front Wall Edge Of All Amphitheater Terrace Slabs)

Color: Exposed concrete following form removal shall be natural colored concrete with formed finish.

Vertical Surface Imprint Preparation: Strip forms as soon as concrete is self-supporting. Do not use form coatings which could inhibit adhesion of plaster.

Bonding Agent: Apply to concrete.

Plaster: Mix colored hardener and water to manufacturer's recommended mix consistency. Trowel apply at a rate of not less than 80 pounds of hardener per 100 square feet and to thickness required by depth of imprinted pattern, per manufacturer.

Finish: Trowel surface with a steel or aluminum trowel; leave no trowel marks.

3.3.6 Release Agent

Apply even thin coat.

3.3.7 Imprint Pattern

Comply with tool manufacturer's instructions. Lay-out to proper alignment and imprint to a consistent depth while concrete is plastic. Hand-tool in areas where imprinting tools are not practical.

3.3.8 Control Joints

Provide grooved joints. Depth shall be 1/5 thickness of slab. Locate joints at intervals not to exceed 1-1/2 x width of the terraces, but not more than 10 feet on center. Coordinate joint locations with the layout of the imprinted pattern.

3.3.9 Concrete Protection

Protect the concrete from premature drying, excessive hot or cold temperatures, and damage.

3.3.10 Detailing

After concrete has set for at least 24 hours, chisel to remove marks left by imprinting tools. Color chipped areas with slurry of color hardener mixed with water and bonding agent.

3.3.11 Curing Compound

Sweep. Vacuum, or pressure wash surface. Allow to dry. Apply curing compound.

3.3.12 Joint Sealant

Install in accordance with manufacturer's instructions. Clean joints to remove curing compound, prime substrates, install backer rod and sealant, and tool surface.

3.4 TOLERANCES

Because of the hand-crafted nature of imprinted concrete, minor variations in color, texture, and pattern are acceptable.

3.5 FIELD QUALITY CONTROL

Field inspection and testing will be performed under the provisions of Section 01451 CONTRACTOR QUALITY CONTROL.

3.6 CLEANING AND PROTECTION

Protect the finished surfaces from construction traffic. Patch or replace damaged portions of imprinted concrete.

--End of Section--

DIVISION 4 - MASONRY

SECTION 04220

NONBEARING MASONRY VENEER

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SECTION 04220

NONBEARING MASONRY VENEER

1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC ASD Manual	(1989) Manual of Steel Construction Allowable Stress Design
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AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M	(1997a) Carbon Structural Steel
ASTM A 82	(1997a) Steel Wire, Plain, for Concrete Reinforcement
ASTM A 153/A 153M	(1998) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 653/A 653M	(1998) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM C 91	(1998) Masonry Cement
ASTM C 144	(1993) Aggregate For Masonry Mortar
ASTM C 216	(1998) Facing Brick (Solid Masonry Units Made from Clay or Shale)
ASTM C 270	(1997a) Mortar for Unit Masonry
ASTM C 494	(1998) Chemical Admixtures for Concrete
ASTM C 1072	(1998) Measurement of Masonry Flexural Bond Strength
ASTM D 226	(1997a) Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing
ASTM D 1330	(1985; R 1995) Rubber Sheet Gaskets
ASTM D 1667	(1997) Flexible Cellular Materials - Vinyl Chlorine Polymers and Copolymers (Closed-Cell Foam)

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Clay or Shale Brick; FIO

SD-04 Drawings

Detail Drawings; GA

Details of steel lintels, steel shelf angles, attachment to other building elements and bridging. Drawings shall indicate thickness, material, dimensions, protective coatings, and section properties of all steel lintels and shelf angles used in exterior wall framing. Drawings shall also indicate size and type of all fasteners including size and type of all welds.

SD-08 Statements

Cold Weather Installation; FIO

Cold weather construction procedures.

SD-09 Test Reports

Efflorescence Test; FIO
Field Testing of Mortar; FIO
Field Testing of Grout; FIO
Prism Tests; FIO
Masonry Cement; FIO

Test reports from an approved independent laboratory. Test reports on a previously tested material shall be certified as the same as that proposed for use in this project.

Special Inspection; FIO

Copies of masonry inspector reports.

SD-13 Certificates

Clay or Shale Brick; FIO
Expansion Joint Materials; FIO
Masonry Cement; FIO
Mortar Coloring; FIO
Mortar Admixtures; FIO
Veneer Anchors; FIO

Certificates stating that the materials meet the requirements specified. Each certificate shall be signed by an authorized certification official and shall include their organization and position and shall identify the products covered under their certifying signature.

SD-14 Samples

Clay or Shale Brick; GA

Color samples of three stretcher units and one unit for each type of special shape. Units shall show the identified range of color and texture.

Anchors, Ties, and Bar Positioners; FIO

Two of each type used.

Expansion-Joint Material; FIO

One piece of each type used.

Portable Pane; FIO

One panel of clay or shale brick, 2 feet by 2 feet, containing approximately 24 brick facings to establish range of color and texture.

1.3 DELIVERY, HANDLING AND STORAGE

Materials shall be delivered and handled avoiding chipping, breakage, bending or other damage, and contact with soil or other contaminating materials. The masonry products shall be stored off the ground and protected from inclement weather. Cementitious materials shall be delivered in unopened containers plainly marked and labeled with manufacturer's names and brands. Cementitious materials shall be stored in dry, weather-tight enclosures or covers. Sand and other aggregates shall be stored preventing contamination or segregation and under a weather-tight covering permitting good air circulation. Finish of the framing members shall be maintained at all times, using an approved high zinc dust content galvanizing repair paint whenever necessary to prevent the formation of rust. Insulation, moisture barrier, and gypsum sheathing shall be stored in dry, well ventilated, weather-tight areas protected from sunlight and excessive heat. Air infiltration type vapor barrier shall be stored in accordance with the manufacturer's recommendations.

2 PRODUCTS

2.1 GENERAL REQUIREMENTS

The source of materials which will affect the appearance of the finished work shall not be changed after the work has started except with the Contracting Officer's approval.

2.2 CLAY OR SHALE BRICK

Color range and texture of clay or shale brick shall be as indicated and shall conform to the approved sample. Grade SW shall be used for brick in contact with earth or grade and for all exterior work. Grad SW or MW shall be used in other brickwork. Brick shall be tested for efflorescence. Clay

or shale brick units shall be delivered factory-blended to provide a uniform appearance and color range in the completed wall.

2.2.1 Solid Clay or Shale Brick

Solid clay or shale brick shall conform to ASTM C 216, Type FBS. Brick size shall be modular and nominal size of the brick used shall be 2 1/4 inches thick, 3 5/8 inches wide, and 7 5/8 inches long. Minimum compressive strength of the brick shall be 3000 psi.

2.2.2 Hollow Clay or Shale Brick

Hollow clay or shale brick shall conform to ASTM C 652, Type HBS. Brick size shall be modular and the nominal size of the brick used shall be 2 1/4 inches thick, 3 5/8 inches wide, and 7 5/8 inches long. Where vertical reinforcement is shown in hollow brick, the minimum cell dimension shall be 2 1/2 inches and the units shall be designed to provide precise vertical alignment of the cell. Minimum compressive strength of the brick shall be 3000 psi.

2.3 MORTAR

Mortar shall conform to ASTM C 270, Type S. Mortar mix shall be based on proportion specifications. Laboratory testing of mortar shall be in accordance with the preconstruction evaluation of mortar section of ASTM C 780. Cement shall have a low alkali content and be of one brand. Aggregates shall be from one source.

2.3.1 Masonry Cement

Masonry cement in conformance with ASTM C 91 may be used in the mortar. When using a masonry cement a comparative test shall be performed between a Portland cement-lime mortar and the masonry cement mortar proposed for the project to evaluate the ASTM C 1072 bond and the ASTM C 780 compressive strength of the two mixes. The test shall be conducted with the proposed masonry units for the project. The masonry cement mortar will be acceptable if the bond and compressive strength values are equal to or higher than the portland cement-lime mix. The air-content of the masonry cement shall be limited to 12 percent maximum.

2.3.2 Admixtures

In cold weather, a non-chloride based accelerating admixture may be used subject to approval. Accelerating admixtures shall be non-corrosive, contain less than 0.2 percent chlorides, and conform to ASTM C 494, Type C.

2.4 VENEER ANCHORS

Anchors and ties shall be fabricated without drips or crimps and shall be zinc-coated in accordance with ASTM A 153/A 153M, Class B-2. Steel wire used for anchors and ties shall be fabricated from steel wire conforming to ASTM A 82. Anchors and ties shall be sized to provide a minimum of 5/8 inch mortar cover from either face.

2.5 FLASHING

Membrane flashing shall be supplied in a continuous sheet extending from the exterior sheathing across the cavity and through the masonry veneer as shown.

2.6 STEEL LINTELS AND SHELF ANGLES

Steel shapes used for lintels and shelf angles shall conform to ASTM A 36/A 36M. Lintels and shelf angles shall be provided as shown. These steel members shall be hot-dip galvanized in accordance with ASTM A 123/A 123M.

3 EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

Wall sections, types of construction and dimensions shall be as shown. Metal door and window frames and other special framing shall be built and anchored into the wall system as indicated.

3.2 FLASHING

Continuous flashing shall be provided at the bottom of the wall cavity just above grade. Flashing shall also be provided above and below openings at lintels and sills, at shelf angles, and as indicated on the drawings. Flashing shall be lapped a minimum of 6 inches at joints and shall be sealed with a mastic as recommended by the flashing manufacturer. Ends over doors, windows and openings shall be turned up and secured. Flashing shall be lapped under the moisture barrier a minimum of 6 inches and securely attached to the sheathing. Flashing shall extend through the exterior face of the masonry veneer and shall be turned down to form a drip.

3.3 MASONRY VENEER

Masonry shall be placed in running bond pattern. Vertical joints on alternating courses shall be aligned and kept vertically plumb. Solid masonry units shall be laid in a non-furrowed full bed of mortar, beveled and sloped toward the center of the wythe on which the mortar is placed. Units shall be shoved into place so that the vertical mortar joints are completely full and tight. Units that have been disturbed after the mortar has stiffened shall be removed, cleaned and relaid. Mortar which protrudes more than 1/2 inch into the cavity space shall be removed. Means shall be provided to ensure that the cavity space is kept clean of mortar droppings and other loose debris. Chases and raked-out joints shall be kept free from mortar and debris. Faces of units used in finished exposed areas shall be free from chipped edges, material texture or color defects or other imperfections distracting from the appearance of the finished work.

3.3.1 Surface Preparation

Surfaces on which masonry is to be laid shall be cleaned of laitance or other foreign material. No units having a film of water shall be laid.

3.3.2 Hot Weather Construction

Temperatures of masonry units and mortar shall not be greater than 120 degrees F when laid. Masonry erected when the ambient air temperature is more than 99 degrees F in the shade and when the relative humidity is less than 50 percent shall be given protection from the direct exposure to wind and sun for 48 hours after the installation.

3.3.3 Cold Weather Construction

Temperatures of masonry units and mortar shall not be less than 40 degrees F when laid. When the ambient air temperature is 32 degrees F or less, masonry veneer under construction shall be protected and maintained at a temperature greater than 32 degrees F for a period of 48 hours after installation. The proposed method of maintaining the temperature within the specified range shall be submitted for approval prior to implementation. No units shall be laid on a surface having a film of frost or water.

3.3.4 Tolerances

Masonry shall be laid plumb, level and true to line within the tolerances specified in TABLE 1. All masonry corners shall be square unless otherwise indicated on the drawings.

TABLE 1

Variation From Plumb

In adjacent units	1/8 inch
In 10 feet	1/4 inch
In 20 feet	3/8 inch
In 40 feet or more	1/2 inch

Variation From Level Or Grades

In 10 feet	1/8 inch
In 20 feet	1/4 inch
In 40 feet or more	1/2 inch

Variation From Linear Building Lines

In 20 feet	1/2 inch
In 40 feet or more	3/4 inch

Variation From Cross Sectional Dimensions Of Walls

Plus	1/2 inch
Minus	1/4 inch

3.3.5 Mixing of Mortar

Mortar shall be mixed in a mechanically operated mortar mixer for at least 3 minutes but not more than 5 minutes. Measurement of ingredients for mortar shall be by volume. Measurement of sand shall be accomplished by the use of a container of known capacity or shovel count based on a container of known capacity. Water shall be mixed with the dry ingredients in sufficient amount to provide a workable mixture which will adhere to the vertical surfaces of the masonry units. Mortar that has stiffened because of loss of water through evaporation shall be retempered by adding water to restore the proper consistency and workability. Mortar that has reached its initial set or that has not been used within 2 hours shall be discarded.

3.3.6 Cutting and Fitting

Wherever possible, full units shall be used in lieu of cut units. Where cut units are required to accommodate the design, cutting shall be done by masonry mechanics using power masonry saws. Wet-cut units shall be dried to the same surface-dry appearances of uncut units before being placed in the work. Cut edges shall be clean, true and sharp. Openings to accommodate pipes, conduits, and other accessories shall be neatly formed so that framing or escutcheons required will completely conceal the cut edges. Insofar as practicable, all cutting and fitting shall be accomplished while masonry work is being erected.

3.3.7 Masonry Units

When being laid, masonry units shall have suction sufficient to hold the mortar and to absorb water from the mortar, but shall be damp enough to allow the mortar to remain in a plastic state to permit the unit to be leveled and plumbed immediately after being laid without destroying bond. Masonry units with frogging shall be laid with the frog side down and better or face side exposed to view. Masonry units that are cored, recessed or otherwise deformed may be used in sills or in other areas except where deformations will be exposed to view.

3.3.8 Mortar Joints

Mortar joint widths shall be uniform and such that the specified widths are maintained throughout. Joints shall be of thickness equal to the difference between the actual and nominal dimensions of the masonry units in either height or length but in no case shall the joints be less than 1/4 inch nor more than 1/2 inch wide. Joints shall be tooled slightly concave. Tooling shall be accomplished when mortar is thumbprint hard and in a manner that will compress and seal the mortar joint and produce joints of straight and true lines free of tool marks.

3.3.9 Weep Holes

Weep holes shall be provided at all flashing locations at intervals of 24 inches. Weep holes shall be placed in head joints just above the flashing. Weep holes shall be formed by leaving head joints open or head joint vents may be used. Weep holes shall be kept free of mortar and other obstructions.

3.3.10 Head Joint Vents

Head joint vents shall be provided near the top of the veneer wythe at the same spacing as the weep holes.

3.3.11 Discontinuous Work

When necessary to temporarily discontinue the work, masonry shall be stepped back for joining when work resumes. Tooothing may be used only when specifically approved. Before resuming work, loose mortar shall be removed and the exposed joint shall be thoroughly cleaned. Top of walls subjected to rain or snow shall be covered with nonstaining waterproof covering or membrane when work is not in process. Covering shall extend a minimum of 2 feet down on each side of the wall and shall be held securely in place.

3.3.12 Cleaning

Mortar daubs or splashings shall be completely removed from finished exposed masonry surfaces before they harden or set up. Before completion of the work, defects in mortar joints shall be raked out as necessary, filled with mortar, and tooled to match the adjacent existing mortar in the joints. The proposed cleaning method shall be done on the sample wall panel and the sample panel shall be examined for discoloration or stain. Masonry surfaces shall not be cleaned, other than removing excess surface mortar, until mortar in joints has hardened. Cleaning shall be accomplished with the use of stiff bristle fiber brushes, wooden paddles, wooden scrapers, or other suitable nonmetallic tools. The exposed brick surfaces shall be saturated with water and cleaned with a proprietary brick cleaning agent recommended by the products manufacturer. The cleaning agent shall not adversely affect the brick masonry surfaces. Proprietary cleaning agents shall be used in conformance with the cleaning product manufacturer's printed recommendations. Efflorescence or other stains shall be removed in conformance with the recommendations of the masonry unit manufacturer. After construction and cleaning, masonry surfaces shall be left clean, free of mortar daubs, stain, and discolorations, including scum from cleaning operations, and will have tight mortar joints throughout. Metallic tools and brushes shall not be used for cleaning.

DIVISION 5 - METALS

SECTION 05055

METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS

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SECTION 05055

METALWORK FABRICATION, MACHINE WORK, MISCELLANEOUS PROVISIONS

1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ALUMINUM ASSOCIATION (AA)

AA SAS-30	(1986) Aluminum Structures Construction Manual Series - Section 1 Specifications for Aluminum Structures
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AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M	(1997ael) Carbon Structural Steel
ASTM A 123/A 123M	(1997ael) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153/A 153M	(1998) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 325	(1996) Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
ASTM A 380	(1994a) Cleaning and Descaling Stainless Steel Parts, Equipment, and Systems
ASTM A 500	(1999) Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
ASTM A 501	(1999) Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
ASTM A 514/A 514M	(1994a) High-Yield-Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding
ASTM B 177	(1993) Chromium Electroplating on Steel for Engineering Use
ASTM A 780	(1993a) Repair of Damaged and Uncoated Areas of Hot-Dipped Galvanized Coatings
ASTM D 962	(1981; R 1994) Aluminum Powder and Paste Pigments for Paints

ASTM E 165 (1995) Liquid Penetrant Examination
Inspection Method

ASTM E 709 (1995) Magnetic Particle Examination

ASME INTERNATIONAL (ASME)

ASME B4.1 (1967; R 1994) Preferred Limits and Fits for
Cylindrical Parts

ASME B46.1 (1985) Surface Texture (Surface Roughness,
Waviness, and Lay)

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1 (1994) Structural Welding Code - Steel

AWS D1.2 (1990) Structural Welding Code - Aluminum

NATIONAL ASSOCIATION OF CORROSION ENGINEERS (NACE)

NACE NO. 1 TO NO. 2 Removal of macro-rust, mill scale and exposed
surface metal, and to etch surfaces for
adhesion

SOCIETY OF AUTOMOTIVE ENGINEERS (SAE)

SAE AMS 3110 (1992; Rev G) Primer Zinc Chromate

SAE AMS 3132 (1994; Rev F) Varnish, Phenolic Resin
Corrosion-Preventive

STRUCTURAL STEEL PAINTING COUNCIL (SSPC)

SSPC SP-5 TO SP-10 Metal blast methods using synthetic silica
grit

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation;
submittals having an "FIO" designation are for information only. The
following shall be submitted in accordance with Section 01330 SUBMITTAL
PROCEDURES:

SD-04 Drawings

Detail Drawings; GA.

Detail drawings for handrails and other metalwork and machine work shall be
submitted and approved prior to fabrication.

Installation;

Manufacturer's installation and maintenance manual.

Materials;

A listing indicating the furnishings provided have been in proven satisfactory use for at least 2 years.

SD-08 Statements

Welding Procedures for Structural Steel; FIO

Schedules of welding procedures for steel structures shall be submitted and approved prior to commencing fabrication.

Welding of Aluminum; FIO

Schedules of welding processes for aluminum fabrications shall be submitted and approved prior to commencing fabrication.

Structural Steel Welding Repairs; FIO

Welding repair plans for steel shall be submitted and approved prior to making repairs.

SD-09 Reports

Tests, Inspections, and Verifications; FIO.

Certified test reports for materials shall be submitted with all materials delivered to the site.

SD-13 Certificates

Qualification of Welders and Welding Operators; FIO.

Certifications for welders and welding operators shall be submitted prior to commencing fabrication.

Welding of Aluminum; FIO

Certified report for aluminum welding qualification tests shall be submitted and approved prior to commencing welding.

1.3 METALWORK AND MACHINE WORK DETAIL DRAWINGS

Detail drawings for handrails and other miscellaneous metalwork and machine work shall include catalog cuts, templates, fabrication and assembly details and type, grade and class of material as appropriate. Elements of fabricated items inadvertently omitted on contract drawings shall be detailed by the fabricator and indicated on the detail drawings. Drawings shall also indicate, by notes and/or drawings, the plan of erection. This erection plan shall include all details necessary to ascertain that transportation, lifting, and installation will not damage the structural members. The erection plan shall include, but not be limited to:

- a. Configuration and position (flat, vertical or specified other) during transportation, lifting, and installation.

1.4 QUALIFICATION OF WELDERS AND WELDING OPERATORS

The Contractor shall certify that the qualification of welders and welding operators and tack welders who will perform structural steel welding have been qualified for the particular type of work to be done in accordance with the requirements of AWS D1.1, Section 5, prior to commencing fabrication. The certificate shall list the qualified welders by name and shall specify the code and procedures under which qualified and the date of qualification. Prior qualification will be accepted if welders have performed satisfactory work under the code for which qualified within the preceding three months. The Contractor shall require welders to repeat the qualifying tests when their work indicates a reasonable doubt as to proficiency. Those passing the requalification tests will be recertified. Those not passing will be disqualified until passing. All expenses in connection with qualification and requalification shall be borne by the Contractor.

2 PRODUCTS

2.1 FABRICATION

2.1.1 Structural Fabrication

Material must be straight before being laid off or worked. If straightening is necessary it shall be done by methods that will not impair the metal. Sharp kinks or bends shall be cause for rejection of the material. Material with welds will not be accepted except where welding is definitely specified, indicated or otherwise approved. Bends shall be made by approved dies, press brakes or bending rolls. Where heating is required, precautions shall be taken to avoid overheating the metal and it shall be allowed to cool in a manner that will not impair the original properties of the metal. Proposed flame cutting of material other than structural steel shall be subject to approval and shall be indicated on detail drawings. Shearing shall be accurate and all portions of the work shall be neatly finished. Corners shall be square and true unless otherwise shown. Re-entrant cuts shall be filleted to a minimum radius of 3/4 inch unless otherwise approved. Finished members shall be free of twists, bends and open joints. Bolts, nuts and screws shall be tight.

2.1.1.1 Dimensional Tolerances for Structural Work

Dimensions shall be measured by an approved calibrated steel tape of approximately the same temperature as the material being measured. The overall dimensions of an assembled structural unit shall be within the tolerances indicated on the drawings or as specified in the particular section of these specifications for the item of work. Where tolerances are not specified in other sections of these specifications or shown, an allowable variation of 1/32 inch is permissible in the overall length of component members with both ends milled and component members without milled ends shall not deviate from the dimensions shown by not more than 1/16 inch for members 30 feet or less in length and by more than 1/8 inch for members over 30 feet in length.

2.1.1.2 Structural Steel Fabrication

Structural steel may be cut by mechanically guided or hand-guided torches, provided an accurate profile with a surface that is smooth and free from cracks and notches is obtained. Surfaces and edges to be welded shall be prepared in accordance with AWS D1.1, Subsection 3.2. Where structural steel is not to be welded, chipping or grinding will not be required except

as necessary to remove slag and sharp edges of mechanically guided or hand-guided cuts not exposed to view. Hand-guided cuts which are to be exposed or visible shall be chipped, ground or machined to sound metal.

2.1.1.3 Structural Aluminum Fabrication

Laying out and cutting of aluminum shall be in accordance with the AA SAS-30, Section 6.

2.1.2 Welding

2.1.2.1 Welding of Structural Steel

a. Welding Procedures for Structural Steel - Welding procedures for structural steel shall be prequalified as described in AWS D1.1, Subsection 5.1 or shall be qualified by tests as prescribed in AWS D1.1, Section 5. Properly documented evidence of compliance with all requirements of these specifications for previous qualification tests shall establish a welding procedure as prequalified. For welding procedures qualified by tests, the test welding and specimen testing must be witnessed and the test report document signed by the Contracting Officer. Approval of any welding procedure will not relieve the Contractor of the responsibility for producing a finished structure meeting all requirements of these specifications. The Contractor will be directed or authorized to make any changes in previously approved welding procedures that are deemed necessary or desirable by the Contractor Officer. The Contractor shall submit a complete schedule of welding procedures for each steel structure to be welded. The schedule shall conform to the requirements specified in the provisions AWS D1.1, Sections 2, 3, 4, 7 and 9 and applicable provisions of Section 10. The schedule shall provide detailed procedure specifications and tables or diagrams showing the procedures to be used for each required joint. Welding procedures must include filler metal, preheat, interpass temperature and stress-relief heat treatment requirements. Each welding procedure shall be clearly identified as being prequalified or required to be qualified by tests. Welding procedures must show types and locations of welds designated or in the specifications to receive nondestructive examination.

b. Welding Process - Welding of structural steel shall be by an electric arc welding process using a method which excludes the atmosphere from the molten metal and shall conform to the applicable provisions of AWS D1.1, Sections 1 thru 7, 9, 10 and 11. Welding shall be such as to minimize residual stresses, distortion and shrinkage.

c. Welding Technique

(1) Filler Metal - The electrode, electrode-flux combination and grade of weld metal shall conform to the appropriate AWS specification for the base metal and welding process being used or shall be as shown where a specific choice of AWS specification allowables is required. The AWS designation of the electrodes to be used shall be included in the schedule of welding procedures. Only low hydrogen electrodes shall be used for manual shielded metal-arc welding regardless of the thickness of the steel. A controlled temperature storage oven shall be used at the job site

as prescribed by AWS D1.1, Subsection 4.5 to maintain low moisture of low hydrogen electrodes.

(2) Preheat and Interpass Temperature - Preheating shall be performed as required by AWS D1.1, Subsection 4.2 and 4.3 or as otherwise specified except that the temperature of the base metal shall be at least 70 degrees F. The weldments to be preheated shall be slowly and uniformly heated by approved means to the prescribed temperature, held at that temperature until the welding is completed and then permitted to cool slowly in still air.

(3) Stress-Relief Heat Treatment - Where stress relief heat treatment is specified or shown, it shall be in accordance with the requirements of AWS D1.1, Subsection 4.4 unless otherwise authorized or directed.

d. Workmanship - Workmanship for welding shall be in accordance with AWS D1.1, Section 3 and other applicable requirements of these specifications.

(1) Preparation of Base Metal - Prior to welding the Contractor shall inspect surfaces to be welded to assure compliance with AWS D1.1, Subsection 3.2.

(2) Temporary Welds - Temporary welds required for fabrication and erection shall be made under the controlled conditions prescribed for permanent work. Temporary welds shall be made using low-hydrogen welding electrodes and by welders qualified for permanent work as specified in these specifications. Preheating for temporary welds shall be as required by AWS D1.1 for permanent welds except that the minimum temperature shall be 120 degrees F in any case. In making temporary welds arcs shall not be struck in other than weld locations. Each temporary weld shall be removed and ground flush with adjacent surfaces after serving its purpose.

(3) Tack Welds - Tacks welds that are to be incorporated into the permanent work shall be subject to the same quality requirements as the permanent welds and shall be cleaned and thoroughly fused with permanent welds. Preheating shall be performed as specified above for temporary welds. Multiple-pass tack welds shall have cascaded ends. Defective tack welds shall be removed before permanent welding.

2.1.2.2 Welding of Steel Castings

Unsound material shall be removed from the surfaces of steel castings to be incorporated into welded connections by chipping, machining, air-arc gouging or grinding. Major connections designed for transfer of stresses shall not be welded if the temperature of the casting is lower than 100 degrees F. Castings containing over 0.35 percent carbon or over 0.75 percent manganese shall be preheated to a temperature not to exceed 450 degrees F and welding shall be accomplished while the castings are maintained at a temperature above 350 degrees F. Welding will not be permitted on castings containing carbon in excess of 0.45 percent except on written authorization. Castings requiring welding repairs after the first annealing and castings involving welding fabrication shall be stress-relieved annealed prior to receiving final machining unless otherwise permitted.

2.1.2.3 Welding of Aluminum

Welding of aluminum shall conform to AA SAS-30 or AWS D1.2, Sections 1 through 7, 9 and 10. The welding process and welding operators shall be prequalified as required by AWS D1.2, Section 5 or AA SAS-30. A certified report giving the results of the qualifying tests shall be furnished for approval. A complete schedule of the welding process for each aluminum fabrication to be welded shall be furnished for approval.

2.1.3 Bolted Connections

2.1.3.1 Bolted Structural Steel Connections

Bolts, nuts and washers shall be of the type specified or indicated. All nuts shall be equipped with washers except for high strength bolts. Beveled washers shall be used where bearing faces have a slope of more than 1:20 with respect to a plane normal to the bolt axis. Where the use of high strength bolts is specified or indicated the materials, workmanship and installation shall conform to the applicable provisions of ASTM A 325 or ASTM A 490.

a. Bolt Holes - Bolt holes shall be accurately located, smooth, perpendicular to the member and cylindrical.

(1) Holes for regular bolts shall be drilled or subdrilled and reamed in the shop and shall not be more than 1/16 inch larger than the diameter of the bolt.

(2) Holes for fitted bolts shall be match-reamed or drilled in the shop. Burrs resulting from reaming shall be removed. The threads of bolts shall be entirely outside of the holes. The body diameter of bolts shall have tolerances as recommended by ASME B4.1 for the class of fit specified. Fitted bolts shall be fitted in reamed holes by selective assembly to provide an LN-2 fit.

(3) Holes for high strength bolts shall have diameters of not more than 1/16 inch larger than bolt diameters. If the thickness of the material is not greater than the diameter of the bolts the holes may be punched. If the thickness of the material is greater than the diameter of the bolts the holes may be drilled full size or subpunched or subdrilled at least 1/8 inch smaller than the diameter of the bolts and then reamed to full size. Poor matching of holes will be cause for rejection. Drifting occurring during assembly shall not distort the metal or enlarge the holes. Reaming to a larger diameter of the next standard size bolt will be allowed for slight mismatching.

2.1.3.2 Bolted Aluminum Connections

Punching, drilling, reaming and bolting for bolted aluminum connections shall conform to the requirements of AA SAS-30, Section 6.

2.2 MACHINE WORK

Tolerances, allowances and gauges for metal fits between plain, non-threaded, cylindrical parts shall conform to ASME B4.1 for the class of fit

shown or required unless otherwise shown on approved detail drawings. Where fits are not shown they shall be suitable as approved. Tolerances for machine-finished surfaces designated by non-decimal dimensions shall be within 1/64 inch. Sufficient machining stock shall be allowed on placing pads to ensure true surfaces of solid material. Finished contact or bearing surfaces shall be true and exact to secure full contact. Journal surfaces shall be polished and all surfaces shall be finished with sufficient smoothness and accuracy to ensure proper operation when assembled. Parts entering any machine shall be accurately machined and all like parts shall be interchangeable except that parts assembled together for drilling or reaming of holes or machining will not be required to be interchangeable with like parts. All drilled holes bolts shall be accurately located.

2.2.1 Finished Surfaces

Surface finishes indicated or specified shall be in accordance with ASME B46.1. Values of required roughness heights are arithmetical average deviations expressed in microinches. These values are maximum. Lesser degrees will be satisfactory unless otherwise indicated. Compliance with surface requirements shall be determined by sense of feel and visual inspection of the work compared to Roughness Comparison Specimens in accordance with the provisions of ASME B46.1. Values of roughness width and waviness height shall be consistent with the general type of finish specified by roughness height. Where the finish is not indicated or specified it shall be that which is most suitable for the particular surface, provide the class of fit required and be indicated on the detail drawings by a symbol which conforms to ASME B46.1 when machine finishing is provided. Flaws such as scratches, ridges, holes, peaks, cracks or checks which will make the part unsuitable for the intended use will be cause for rejection.

2.2.2 Unfinished Surfaces

All work shall be laid out to secure proper matching of adjoining unfinished surfaces unless otherwise directed. Where there is a large discrepancy between adjoining unfinished surfaces they shall be chipped and ground smooth or machined to secure proper alignment. Unfinished surfaces shall be true to the lines and dimensions shown and shall be chipped or ground free of all projections and rough spots. Depressions or holes not affecting the strength or usefulness of the parts shall be filled in an approved manner.

2.2.3 Metallic Coatings

2.2.3.1 Zinc Coatings

Zinc coatings shall be applied in a manner and of a thickness and quality conforming to ASTM A 123. Zinc coatings shall be applied to assemblies after fabrication where practicable. Where zinc coatings are destroyed by cutting, welding or other causes the affected areas shall be regalvanized. Coatings 2 ounces or heavier shall be regalvanized with a suitable low-melting zinc base alloy similar to the recommendations of the American Hot-Dip Galvanizers Association to the thickness and quality specified for the original zinc coating. Coatings less than 2 ounces shall be repaired in accordance with ASTM A 780.

2.2.3.2 Chromium Coatings

Chromium coatings for engineering use shall be applied in conformity with ASTM B 177.

2.2.4 Cleaning of Corrosion-Resisting Steel

Oil, paint and other foreign substances shall be removed from corrosion-resisting steel surfaces after fabrication. Cleaning shall be done by vapor degreasing or by the use of cleaners of the alkaline, emulsion or solvent type. After the surfaces have been cleaned they shall be given a final rinsing with clean water followed by a 24 hour period during which the surfaces are intermittently wet with clean water and then allowed to dry for the purpose of inspecting the clean surfaces. The surfaces shall be visually inspected for evidence of paint, oil, grease, welding slag, heat treatment scale, iron rust or other forms of contamination. If evidence of foreign substance exist the surface shall be cleaned in accordance with the applicable provisions of ASTM A 380. The proposed method of treatment shall be furnished for approval. After treatment the surfaces shall be visually reinspected. Brushes used to remove foreign substances shall have only stainless steel or nonmetallic bristles. Any contamination occurring subsequent to the initial cleaning shall be removed by one or more of the methods indicated above.

2.3 TESTS, INSPECTIONS, AND VERIFICATIONS

The Contractor shall have required material tests and analyses performed and certified by an approved laboratory to demonstrate that materials are in conformity with the specifications. These tests and analyses shall be performed and certified at the Contractor's expense. Tests, inspections, and verifications shall conform to the requirements of the particular sections of these specifications for the respective items of work unless otherwise specified or authorized. Tests shall be conducted in the presence of the Contracting Officer if so required. The Contractor shall furnish specimens and samples for additional independent tests and analyses upon request by the Contracting Officer. Specimens and samples shall be properly labeled and prepared for shipment.

2.3.1 Nondestructive Testing

When doubt exists as to the soundness of any material part such part may be subjected to any form of nondestructive testing determined by the Contracting Officer. This may include ultrasonic, magnaflux, dye penetrant, x-ray, gamma ray or any other test that will thoroughly investigate the part in question. The cost of such investigation will be borne by the Government. Any defects will be cause for rejection and rejected parts shall be replaced and retested at the Contractor's expense.

2.3.2 Inspection of Structural Steel Welding

The Contractor shall maintain an approved inspection system and perform required inspections in accordance with Contract Clause CONTRACTOR INSPECTION SYSTEM. Welding shall be subject to inspection to determine conformance with the requirements of AWS D1.1, the approved welding procedures and provisions stated in other sections of these specifications. Nondestructive examination of designated welds will be required. Supplemental examination of any joint or coupon cut from any location in any joint may be required.

2.3.2.1 Visual Examination

All completed welds shall be cleaned and carefully examined for insufficient throat or leg sizes, cracks, undercutting, overlap, excessive convexity or reinforcement and other surface defects to ensure compliance with the requirements of AWS D1.1, Section 3 and Section 9, Part D.

2.3.2.2 Nondestructive Examination

The nondestructive examination of shop and field welds shall be performed as designated or described in the sections of these specifications covering the particular items of work.

2.3.2.3 Testing Agency

The nondestructive examination of welds and the evaluation of examination tests as to the acceptability of the welds shall be performed by a testing agency adequately equipped and competent to perform such services or by the Contractor using suitable equipment and qualified personnel. In either case written approval of the examination procedures is required and the examination tests shall be made in the presence of the Contracting Officer. The evaluation of examination tests shall be subject to the approval and all records shall become the property of the Government.

2.3.2.4 Examination Procedures

Examination procedures shall conform to the following requirements.

Ultrasonic Testing - Making, evaluating and reporting ultrasonic testing of welds shall conform to the requirements of AWS D1.1, Section 6, Part C. The ultrasonic equipment shall be capable of making a permanent record of the test indications. A record shall be made of each weld tested.

Radiographic Testing - Making, evaluating and reporting radiographic testing of welds shall conform to the requirements of AWS D1.1, Section 6, Part B.

Magnetic Particle Inspection - Magnetic particle inspection of welds shall conform to the applicable provisions of ASTM E 709.

Dye Penetrant Inspection - Dye penetrant inspection of welds shall conform to the applicable provisions of ASTM E 165.

2.3.2.5 Acceptability of Welds

Welds shall be unacceptable if shown to have defects prohibited by AWS D1.1, Subsection 9.25 or possess any degree of incomplete fusion, inadequate penetration or undercutting.

2.3.2.6 Welds to be Subject to Nondestructive Examination

Ultrasonic testing shall be used for all welds around the roller sleeves and lift brackets of the vertical lift gate. Ultrasonic testing shall also be used for minimum of 10% of the groove and fillet welds in tee or corner joints of the vertical and horizontal gate framing members. The locations for testing shall be as directed.

2.3.2.7 Test Coupons

The Government reserves the right to require the Contractor to remove coupons from completed work when doubt as to soundness cannot be resolved by nondestructive examination. Should tests of any two coupons cut from the work of any welder show strengths less than that specified for the base metal it will be considered evidence of negligence or incompetence and such welder shall be removed from the work. When coupons are removed from any part of a structure the members cut shall be repaired in a neat manner with joints of the proper type to develop the full strength of the members. Repaired joints shall be peened as approved or directed to relieve residual stress. The expense for removing and testing coupons, repairing cut members and the nondestructive examination of repairs shall be borne by the Government or the Contractor in accordance with the Contract Clauses INSPECTION AND ACCEPTANCE.

2.3.3 Supplemental Examination

When the soundness of any weld is suspected of being deficient due to faulty welding or stresses that might occur during shipment or erection the Government reserves the right to perform nondestructive supplemental examinations before final acceptance. The cost of such inspection will be borne by the Government.

2.3.4 Structural Steel Welding Repairs

Defective welds in the structural steel welding repairs shall be repaired in accordance with AWS D1.1, Subsection 3.7. Defective weld metal shall be removed to sound metal by use of air carbon-arc or oxygen gouging. Oxygen gouging shall not be used on ASTM A 514/A 514M steel. The surfaces shall be thoroughly cleaned before welding. Welds that have been repaired shall be retested by the same methods used in the original inspection. Except for the repair of members cut to remove test coupons and found to have acceptable welds costs of repairs and retesting shall be borne by the Contractor.

3 EXECUTION

3.1 INSTALLATION

All parts to be installed shall be thoroughly cleaned. Packing compounds, rust, dirt, grit and other foreign matter shall be removed. Holes and grooves for lubrication shall be cleaned. Enclosed chambers or passages shall be examined to make sure that they are free from damaging materials. Where units or items are shipped as assemblies they will be inspected prior to installation. Disassembly, cleaning and lubrication will not be required except where necessary to place the assembly in a clean and properly lubricated condition. Pipe wrenches, cold chisels or other tools likely to cause damage to the surfaces of rods, nuts or other parts shall not be used for assembling and tightening parts. Bolts and screws shall be tightened firmly and uniformly but care shall be taken not to overstress the threads. When a half nut is used for locking a full nut the half nut shall be placed first and followed by the full nut. Threads of all bolts except high strength bolts, nuts and screws shall be lubricated with an approved lubricant before assembly. Threads of corrosion-resisting steel bolts and nuts shall be coated with an approved antigalling compound. Driving and drifting bolts or keys will not be permitted.

3.1.1 Blocking and Wedges

All blocking and wedges used during installation for the support of parts to be grouted in foundations shall be removed before final grouting unless otherwise directed. Blocking and wedges left in the foundations with approval shall be of steel or iron.

3.2 PROTECTION OF FINISHED WORK

3.2.1 Aluminum

Aluminum that shall be in contact with grout or concrete shall be protected from galvanic or corrosive action by being given a coat of zinc-chromate primer and a coat of aluminum paint. Aluminum in contact with structural steel shall be protected against galvanic or corrosive action by being given a coat of zinc-chromate primer and a coat of aluminum paint. The zinc-chromate primer shall conform to SAE AMS 3110. The aluminum paint shall consist of a aluminum paste conforming to ASTM D 962, spar varnish conforming to SAE AMS 3132 and thinner compatible with the varnish. The aluminum paint shall be field mixed in proportion of 2 pounds of paste, not more than one gallon of spar varnish and not more than one pint of thinner.

3.3 TESTS

3.3.1 Workmanship

Workmanship shall be of the highest grade and in accordance with the best modern practices to conform with the specifications for the item of work being furnished.

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SECTION 05720

HANDRAILS

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HANDRAILS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications shall be referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M	(1997ael) Carbon Structural Steel
ASTM A 123/A 123M	(1997ael) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153/A 153M	(1998) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 500	(1999) Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
ASTM A 501	(1999) Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
ASTM A 615/A 615M	(1996ael) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM C 150	(1999a) Portland Cement

NATIONAL ASSOCIATION OF CORROSION ENGINEERS (NACE)

NACE NO. 1 TO NO. 2	Removal of macro-rust, mill scale and exposed surface metal, and to etch surfaces for adhesion
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STRUCTURAL STEEL PAINTING COUNCIL (SSPC)

SSPC SP-5 TO SP-10	Metal blast methods using synthetic silica grit.
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1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Shop Drawings.

Handrail Standards; GA

Drawings showing scaled details of proposed handrails, elevations for each type of handrail; dimensions, details, and methods of mounting or anchoring; shape and thickness of materials; and details of construction.

Installation; FIO

Manufacturer's installation and maintenance manual.

Materials; FIO

A listing indicating the furnishings provided have been in proven satisfactory use for at least 2 years.

SD-14 Samples

Finish; FIO

Three sets of color data (tiles) for the handrail system displaying manufacturer's color selections and finishes, and identifying those colors and finishes proposed for use.

1.3 DELIVERY, STORAGE, AND HANDLING

Unload materials with necessary equipment per manufacturer's instructions, store covered out of weather, and keep out of direct sun. Inspect parts within 48 hours of delivery, compare with manufacturer's bill of material, and report any missing or non-conforming parts to manufacturer within this time. The storage area shall be as designated. The materials shall be stored in a dry, covered area until installed.

1.4 INSPECTION

Handrails shall be inspected upon arrival at the job site for conformity to specifications and quality in accordance with paragraph MATERIALS. Unacceptable items shall be removed from the job site.

PART 2 PRODUCTS

2.1 MATERIALS

Materials shall be the standard products of a manufacturer regularly engaged in the manufacture of such products. The materials provided shall be of a type with proven satisfactory use for at least 2 years.

2.1.1 Concrete

Portland cement shall conform to ASTM C 150 Types I, II, or III.

2.1.1.1 Cast-in-Place Concrete

Cast-in-place concrete materials and products shall conform to Section 03300 CAST-IN-PLACE CONCRETE.

2.1.2 Metal

Metallic materials and products shall conform to Section 05500 MISCELLANEOUS METAL. Metal components shall be furnished with factory drilled holes. Components shall be free of excess weld and spatter. Metal components with holes that will not be filled by hardware or hidden by other components will be rejected.

2.1.2.1 Steel

Structural steel products shall conform to ASTM A 36/A 36M, ASTM A 500 and ASTM A 501.

2.1.2.2 Reinforcing Steel

Steel used for reinforcement shall be deformed billet steel Grade 40. Steel shall conform to ASTM A 615/A 615M.

2.2 SUMMARY

This Section addresses handrails with accommodations for the following:

- A. River View
- B. Levee walkway
- C. Concrete levee terraces
- D. Handrails for steps and handicap ramps.

2.3 SUBMITTALS

2.3.1 Product Data

Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for all handrails and posts.

2.3.2 Shop Drawings

Plans, elevations, and sections for railings, post, accessories, and attachments to other work.

2.3.3 Samples for Color Selection

Manufacturer's color charts consisting of units or sections of units showing the full range of finishes, colors, textures, and patterns available for each exposed material.

Submit 3 sets of color tiles in the full color range, available from the manufacturer. Submit color tile samples to the Contracting Officer for final color selection approval.

For each type of exposed finish required, prepared on Samples of same thickness and material indicated for the Work. If finishes involve normal

color and texture variations, include sample sets showing the full range of variations expected.

2.3.4 Maintenance Data

2.3.4.1 Maintenance Manuals

Provide and include the following procedures in a handrails maintenance manual:

- 1) Methods for maintaining finish
- 2) Precautions for cleaning materials and methods that could be detrimental to the handrail performance.

2.4 QUALITY CONTROL

2.4.1 Installer Qualifications

An experienced installer who has specialized in installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to manufacturer.

A list of not less than five (5) installations that have been in service for a period of at least five (5) years in facilities similar to this one (in size, scope and type) shall be provided; contact name and phone number.

2.4.2 Warranty

Supply manufacturer's standard five-year warranty.

2.4.3 Project Conditions

2.4.3.1 Field Measurements

Shop drawings shall include field dimensions.

2.4.4 Acceptable Manufacturer

BRP Enterprises, Lincoln, NE, receiving pricing from Hammill & Associates, Inc. Birmingham, AL / 800-423-6661. or approved equal.

2.5 HANDRAILS

2.5.1 Upper Handrail

Made with 2.875" o.d. x .154" wall thickness, flush-welded carbon steel pipe (reference paragraph 2.1.2.1 for steel product type).

2.5.2 Lower Handrail

Made with 1.900" o.d. x .145" wall thickness, flush-welded carbon steel pipe (reference paragraph 2.1.2.1 for steel product type).

2.5.3 Posts

Made with 2.875" o.d. x .203" wall thickness for post spacing 5'-0" or less and .276" wall thickness for post spacing greater than 5'-0", flush-welded carbon steel pipe, and embedded into concrete as specified on the drawings, per post type application (reference paragraph 2.1.2.1 for steel product type).

2.5.4 Welds

All rails shall be butt welded and ground flush, where they meet and adjoin posts.

2.6 HANDRAILS FINISH

All handrails shall meet or exceed this finish. This process is specified as follows:

- 1) Near white to white metal blast using synthetic silica grit, as specified by the Structural Steel Painting Council (SSPC SP-10 to SP-5) and the National Association of Corrosion Engineers (NACE No. 2 to NACE No. 1) to remove macro-rust, mill scale and exposed surface metal, and to etch the material for maximum powder adhesion.
- 2) Alkali chemical wash to remove micro-rust, grease and oils.
- 3) Fresh water rinse.
- 4) Phosphate treatment to inhibit rust prior to coating.
- 5) Fresh water rinse.
- 6) Non-chrome sealer to create a water break free surface.
- 7) Preheat to eliminate moisture, reduce Faraday cages, and prepare the metal for coating.
- 8) Cool material to enable consistent coating thickness throughout.
- 9) Apply polyester powder base coat to maximize corrosion protection.
- 10) Oven baked to cure powder 50-60% enabling maximum adhesion of the base coat to the metal.
- 11) Apply polyester powder top coat to minimize weathering.

PART 3 EXECUTION

3.1 EXAMINATION

Examine substrates, areas, and conditions, with Installer present, for compliance with requirements, accurate locations, and other conditions affecting railings. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

Install railings and posts in the locations identified on the project drawings and shop drawings. Fasten securely to substrates according to manufacturer's written installation instructions.

3.3 ADJUSTING

- 1) Adjust and align to upright position.
- 2) Repair minor abrasions and imperfections in finishes with coating that matches factory-applied finish.

Invitation No. DACW66-02-B-0008

DIVISION 06

(NOT USED)

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

SECTION 07416

STRUCTURAL STANDING SEAM METAL ROOF SYSTEM

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SECTION 07416

STRUCTURAL STANDING SEAM METAL ROOF (SSSMR) SYSTEM

1 GENERAL

Prefabricated metal gazebo. See Section 02875 - Gazebo.

1.1 REFERENCES

- a. American Institute of Steel Construction (AISC)
- b. American Iron and Steel Institute (AISI) Specifications for Cold Formed Members
- c. American Society of Testing Materials (ASTM)
- d. American Welding Society (AWS)
- e. Steel Structures Painting Council (SSPC-SP2) as outlined in AISC 6.5

1.2 GENERAL REQUIREMENTS

The Contractor shall furnish a commercially available roofing system which satisfies all requirements contained herein and has been verified by load testing and independent design analyses to meet the specified design requirements.

1.2.1 Structural Standing Seam Metal Roof (SSSMR) System

The SSSMR system covered under this specification shall include the entire roofing system; the standing seam metal roof panels, fasteners, connectors, roof securement components, and assemblies tested and approved in accordance with ASTM E 1592.

1.2.2 Manufacturer

The Supplier qualifications shall consist of the following.

- a. The product shall be designed and produced at a facility owned and directly supervised by the supplier. The product shall be shipped from a single source.
- b. The SSSMR system shall be the product of a manufacturer who has been in the practice of manufacturing and designing SSSMR systems for a period of not less than five years and has been involved in at least three projects similar in size and complexity to this project in the territory.
- c. Membership in American Institute of Steel Construction.
- d. Membership in American Welding Society.

- e. Full time on-staff licensed engineer.
- f. Full time on-staff quality control manager.
- g. Published quality assurance manual.
- h. Full time on-staff AWS certified welding inspectors.
- i. Continued certification by an independent inspection agency.
- j. Maintain quality control program equivalent to U.S. military's Mil I.

1.2.3 Installer

The installer shall be certified by the SSSMR system manufacturer to have experience in installing at least three projects that are of comparable size, scope and complexity as this project for the particular roof system furnished. The installer may be either employed by the manufacturer or be an independent installer.

1.3 DESIGN REQUIREMENTS

1.3.1 Design Criteria

Design criteria shall be in accordance with ASCE 7.

1.3.2 Dead Loads

The dead load shall be the weight of the SSSMR system.

1.3.3 Wind Loads

The design wind load shall be based on a 90 mph wind speed. The design uplift force for each connection assembly shall be that pressure given for the area under consideration, multiplied by the tributary load area of the connection assembly. The safety factor listed below shall be applied to the design force and compared against the ultimate capacity. Prying shall be considered when figuring fastener design loads.

- a. Single fastener in each connection.....3.0
- b. Two or more fasteners in each connection...2.25

1.3.4 Roof Snow Loads

The ground snow loads for roof design shall be 15 psf.

1.3.5 Seismic Loads

The design seismic loads shall be based on zone 3.

1.3.6 Framing Members Supporting the SSSMR System

Any additions/revisions to framing members supporting the SSSMR system to accommodate the manufacturer/fabricator's design shall be the Contractor's responsibility and shall be submitted for review and approval. New or revised framing members and their connections shall be designed in accordance with AISC ASD Spec S335. Maximum deflection under applied live load, snow, or wind load shall not exceed $1/180$ of the span length.

1.3.7 Roof Panels Design

Steel panels shall be designed in accordance with AISI Cold-Formed Mnl. The structural section properties used in the design of the panels shall be determined using the unloaded shape of the roof panels. The calculated panel deflection from concentrated loads shall not exceed $1/180$ of the span length. The calculated panel deflection under applied live load, snow, or wind load shall not exceed $1/180$ times the span length. Deflections shall be based on panels being continuous across three or more supports. Deflection shall be calculated and measured along the major ribs of the panels.

1.3.8 Accessories and Their Fasteners

Accessories and their fasteners shall be capable of resisting the specified design wind uplift forces and shall allow for thermal movement of the roof panel system. Exposed fasteners shall not restrict free movement of the roof panel system resulting from thermal forces. There shall be a minimum of two fasteners per clip. Single fasteners with a minimum diameter of $3/8$ inch will be allowed when the supporting structural members are prepunched or predrilled.

1.4 PERFORMANCE REQUIREMENTS

The SSSMR shall be tested for wind uplift resistance in accordance with ASTM E 1592; SSSMR systems previously tested and approved by the Corps of Engineers' STANDARD TEST METHOD FOR STRUCTURAL PERFORMANCE OF SSMRS BY UNIFORM STATIC AIR PRESSURE DIFFERENCE may be acceptable. Two tests shall be performed. Test 1 shall simulate the edge condition with one end having crosswise restraint and other end free of crosswise restraint. The maximum span length for the edge condition shall be 30 inches. Test 2 shall simulate the interior condition with both ends free of crosswise restraint. The maximum span length for the interior condition shall be 5.0 feet. External reinforcement, such as clamps on the ribs, may be installed to improve uplift resistance. Bolts through seams shall not be installed.

1.5 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Drawings

Structural Standing Seam Metal Roof System; G.

Metal roofing drawings and specifications and erection drawings; shop coating and finishing specifications; and other data as necessary to clearly describe design, materials, sizes, layouts, standing seam configuration, construction details, provisions for thermal movement, line of panel fixity, fastener sizes and spacings, sealants and erection procedures. Drawings shall reflect the intent of the architectural detailing using the manufacturer's proprietary products and fabricated items as required. The SSSMR system shop drawings shall be provided by the metal roofing manufacturer.

SD-01 Product Data

Design Analysis; G.

Design analysis signed by a Registered Professional Engineer employed by the SSSMR manufacturer. The design analysis shall include a list of the design loads, and complete calculations for the support system (when provided by the Contractor), roofing system and its components; valley designs, gutter/downspout calculations, screw pullout test results, and shall indicate how expected thermal movements are accommodated.

Qualifications; FIO.

Qualifications of the manufacturer and installer.

SD-13 Certificates

Structural Standing Seam Metal Roof System; FIO.

a. Certification that the actual thickness of uncoated sheets used in SSSMRS components including roofing panels, subpurlins, and concealed anchor clips complies with specified requirements.

b. Certification that materials used in the installation are mill certified.

c. Previous certification of SSSMR system tested under the Corps of Engineers' Standard Test Method in lieu of ASTM E 1592 testing.

d. Certification that the sheets to be furnished are produced under a continuing quality control program and that a representative sample consisting of not less than three pieces has been tested and has met the quality standards specified for factory color finish.

e. Certification of installer. Installer certification shall be furnished.

f. Warranty certificate. At the completion of the project the manufacturer shall furnish signed copies of the 5-year Warranty for Structural Standing Seam Metal Roof (SSSMR) System, a sample copy of which is attached to this section, and the 20-year Manufacturer's Material Warranties.

1.6 DELIVERY AND STORAGE

Materials shall be delivered to the site in a dry and undamaged condition and stored out of contact with the ground. Materials shall be covered with weathertight coverings and kept dry. Storage conditions shall provide good air circulation and protection from surface staining.

1.7 WARRANTIES

The SSSMR system shall be warranted by the manufacturer. Any emergency temporary repairs conducted by the owner shall not negate the warranties.

1.8 COORDINATION MEETING

A coordination meeting shall be held 30 days prior to the first submittal, for mutual understanding of the Structural Standing Seam Metal Roof (SSSMR) System contract requirements. This meeting shall take place at the building site and shall include representatives from the Contractor, the roof system manufacturer, the roofing supplier, the erector, the SSSMR design engineer of record, and the Contracting Officer. All items required by paragraph SUBMITTALS shall be discussed, including applicable standard manufacturer shop drawings, and the approval process. The Contractor shall coordinate time and arrangements for the meeting.

2 PRODUCTS

2.1 ROOF PANELS

See Section 02875 - Gazebo.

Panels shall be steel and shall have a mill finish. Length of sheets shall be sufficient to cover the entire length of any unbroken roof slope for slope lengths that do not exceed 30 feet. Width of sheets shall provide not more than 24 inches of coverage in place. SSSMR system with roofing panels greater than 12 inches in width shall have standing seams rolled during installation by an electrically driven seaming machine. Height of standing seams shall be not less than 1¼ inches for rolled seam and 1¼ inches for seams that are not rolled.

2.1.1 Steel Panels

Steel panels shall be zinc-coated steel conforming to ASTM A 653/A 653M; aluminum-zinc alloy coated steel conforming to ASTM A 792/A 792M, AZ 55 coating; or aluminum-coated steel conforming to ASTM A 463/A 463M, Type 2, coating designation T2 65. Panels shall be within 95 percent of reported tested thickness as noted in wind uplift resistance testing required in paragraph PERFORMANCE REQUIREMENTS. Prior to shipment, mill finish panels shall be treated with a passivating chemical to inhibit the formation of oxide corrosion products. Panels that have become wet during shipment and have started to oxidize shall be rejected.

2.2 CONCEALED ANCHOR CLIPS

Concealed anchor clips shall be the same as the tested roofing system. Clip bases shall have factory punched or drilled holes for attachment. Clips shall be made from multiple pieces with the allowance for the total thermal movement required to take place within the clip. Single piece clips may be

acceptable when the manufacturer can substantiate that the system can accommodate the thermal cyclic movement under sustained live or snow loads.

2.3 ACCESSORIES

Flashing, trim, metal closure strips, caps and similar metal accessories shall be the manufacturer's standard products. Exposed metal accessories shall be finished to match the panels furnished. Molded closure strips shall be bituminous-saturated fiber, closed-cell or solid-cell synthetic rubber or neoprene, or polyvinyl chloride premolded to match configuration of the panels and shall not absorb or retain water. The use of a continuous angle butted to the panel ends to form a closure will not be allowed.

2.4 FASTENERS

Fasteners for steel roof panels shall be zinc-coated steel, corrosion resisting steel, or nylon capped steel, type and size specified below or as otherwise approved for the applicable requirements. Fasteners for structural connections shall provide both tensile and shear ultimate strengths of not less than 750 pounds per fastener. Fasteners for accessories shall be the manufacturer's standard. Exposed roof fasteners shall be sealed or have sealed washers on the exterior side of the roof to waterproof the fastener penetration. Washer material shall be compatible with the roofing; have a minimum diameter of 3/8 inch for structural connections; and gasketed portion of fasteners or washers shall be neoprene or other equally durable elastomeric material approximately 1/8 inch thick. Exposed fasteners for factory color finished panels shall be factory finished to match the color of the panels.

2.4.1 Screws

Screws for attaching anchor devices shall be not less than No. 14. Actual screw pull out test results shall be performed for the actual material gage and yield strength of the structural purlins to which the clip is to be anchored/attached. Other screws shall be as recommended by the manufacturer to meet the strength design requirements of the panels.

2.4.2 Bolts

Bolts shall be not less than 1/4 inch diameter, shouldered or plain shank as required, with locking washers and nuts.

2.5 FACTORY COLOR FINISH

Panels shall have a factory applied polyvinylidene fluoride finish on the exposed side. The exterior finish shall consist of a baked-on topcoat with an appropriate prime coat. Color shall match the color indicated in Section 09915 COLOR SCHEDULE. The exterior coating shall be a nominal 2 mil thickness consisting of a topcoat of not less than 0.7 mil dry film thickness and the paint manufacturer's recommended primer of not less than 1.0 mil thickness. The interior color finish shall consist of the same coating and dry film thickness as the exterior finish otherwise the same as the exterior. The exterior color finish shall meet the test requirements specified below.

2.5.1 Impact Resistance

Factory-painted sheet shall withstand direct and reverse impact in accordance with ASTM D 2794 0.500 inch diameter hemispherical head indenter, equal to 1.5 times the metal thickness in mils, expressed in inch-pounds, with no cracking.

2.6 SEALANT

Sealants shall be elastomeric type containing no oil or asphalt. Exposed sealant shall be colored to match the applicable building color and shall cure to a rubberlike consistency. Sealant placed in the roof panel standing seam ribs shall be provided in accordance with the manufacturer's recommendations.

2.7 GASKETS AND INSULATING COMPOUNDS

Gaskets and insulating compounds shall be nonabsorptive and suitable for insulating contact points of incompatible materials. Insulating compounds shall be nonrunning after drying.

3 EXECUTION

3.1 INSTALLATION

Installation shall be in accordance with the manufacturer's erection instructions and drawings. Dissimilar materials which are not compatible when contacting each other shall be insulated by means of gaskets or insulating compounds. Molded closure strips shall be installed wherever roofing sheets terminate in open-end configurations, exclusive of flashings. The closure strip installation shall be weather-tight and sealed. Screws shall be installed with an adjustable torque device, to assure screws are not stripped. Field test shall be conducted on each gun prior to starting installation and periodically thereafter to assure it is adjusted properly to install particular type and size of screw as recommended by manufacturer's literature. Improper or mislocated drill holes shall be plugged with an oversize screw fastener and gasketed washer; however, sheets with an excess of such holes or with such holes in critical locations shall not be used. Exposed surfaces and edges shall be kept clean and free from sealant, metal cuttings, hazardous burrs, and other foreign material. Stained, discolored, or damaged sheets shall be removed from the site.

3.1.1 Roof Panel Installation

Roof panels shall be installed with the standing seams in the direction of the roof slope. The side seam connections for installed panels shall be completed at the end of each day's work. Method of applying joint sealant shall conform to the manufacturer's recommendation to achieve a complete weather-tight installation. End laps of panels shall be provided in accordance with the manufacturer's instructions. Closures, flashings, EPDM rubber boots, roof curbs, and related accessories shall be installed according to the manufacturer's drawings. Fasteners shall not puncture roofing sheets except as provided for in the manufacturer's instructions for erection and installation. Expansion joints for the standing seam roof system shall be installed at locations indicated on the manufacturer's drawings.

3.1.2 Concealed Anchor Clips

Concealed anchor clips shall be fastened directly to the structural framing members. Attachment to the substrate (when provided) or to the metal deck is not permitted. The maximum distance, parallel to the seams, between clips shall be 30 inches on center at the corner, edge, and ridge zones, and 5 feet maximum on centers for the remainder of the roof.

3.2 CLEANING AND TOUCH-UP

Exposed SSSMR systems shall be cleaned at completion of installation. Debris that could cause discoloration and harm to the panels, flashings, closures and other accessories shall be removed. Grease and oil films, excess sealants, and handling marks shall be removed and the work shall be scrubbed clean. Exposed metal surfaces shall be free of dents, creases, waves, scratch marks, and solder or weld marks. Immediately upon detection, abraded or corroded spots on shop-painted surfaces shall be wire brushed and touched up with the same material used for the shop coat. Factory color finished surfaces shall be touched up with the manufacturer's recommended touch up paint.

CONTRACTOR'S FIVE (5) YEAR NO PENAL SUM WARRANTY
FOR
STRUCTURAL STANDING SEAM METAL ROOF (SSSMR) SYSTEM

FACILITY DESCRIPTION _____

BUILDING NUMBER: _____

CORPS OF ENGINEERS CONTRACT NUMBER: _____

CONTRACTOR

CONTRACTOR: _____

ADDRESS: _____

POINT OF CONTACT: _____

TELEPHONE NUMBER: _____

OWNER

OWNER: _____

ADDRESS: _____

POINT OF CONTACT: _____

TELEPHONE NUMBER: _____

CONSTRUCTION AGENT

CONSTRUCTION AGENT: _____

ADDRESS: _____

POINT OF CONTACT: _____

TELEPHONE NUMBER: _____

CONTRACTOR'S FIVE (5) YEAR NO PENAL SUM WARRANTY
FOR
STRUCTURAL STANDING SEAM METAL ROOF (SSSMR) SYSTEM
(continued)

THE SSSMR SYSTEM INSTALLED ON THE ABOVE NAMED BUILDING IS WARRANTED BY _____ FOR A PERIOD OF FIVE (5) YEARS AGAINST WORKMANSHIP AND MATERIAL DEFICIENCIES, WIND DAMAGE, STRUCTURAL FAILURE, AND LEAKAGE. THE SSSMR SYSTEM COVERED UNDER THIS WARRANTY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, THE FOLLOWING: THE ENTIRE ROOFING SYSTEM, MANUFACTURER SUPPLIED FRAMING AND STRUCTURAL MEMBERS, METAL ROOF PANELS, FASTENERS, CONNECTORS, ROOF SECUREMENT COMPONENTS, AND ASSEMBLIES TESTED AND APPROVED IN ACCORDANCE WITH ASTM E 1592. IN ADDITION, THE SYSTEM PANEL FINISHES, SLIP SHEET, INSULATION, VAPOR RETARDER, ALL ACCESSORIES, COMPONENTS, AND TRIM AND ALL CONNECTIONS ARE INCLUDED. THIS INCLUDES ROOF PENETRATION ITEMS SUCH AS VENTS, CURBS, SKYLIGHTS; INTERIOR OR EXTERIOR GUTTERS AND DOWNSPOUTS; EAVES, RIDGE, HIP, VALLEY, RAKE, GABLE, WALL, OR OTHER ROOF SYSTEM FLASHINGS INSTALLED AND ANY OTHER COMPONENTS SPECIFIED WITHIN THIS CONTRACT TO PROVIDE A WEATHERTIGHT ROOF SYSTEM; AND ITEMS SPECIFIED IN OTHER SECTIONS OF THE SPECIFICATIONS THAT ARE PART OF THE SSSMR SYSTEM.

ALL MATERIAL DEFICIENCIES, WIND DAMAGE, STRUCTURAL FAILURE, AND LEAKAGE ASSOCIATED WITH THE SSSMR SYSTEM COVERED UNDER THIS WARRANTY SHALL BE REPAIRED AS APPROVED BY THE CONTRACTING OFFICER. THIS WARRANTY SHALL COVER THE ENTIRE COST OF REPAIR OR REPLACEMENT, INCLUDING ALL MATERIAL, LABOR, AND RELATED MARKUPS. THE ABOVE REFERENCED WARRANTY COMMENCED ON THE DATE OF FINAL ACCEPTANCE ON _____ AND WILL REMAIN IN EFFECT FOR STATED DURATION FROM THIS DATE.

SIGNED, DATED, AND NOTARIZED (BY COMPANY PRESIDENT)

(Company President)

(Date)

CONTRACTOR'S FIVE (5) YEAR NO PENAL SUM WARRANTY
FOR
STRUCTURAL STANDING SEAM METAL ROOF (SSSMR) SYSTEM
(continued)

THE CONTRACTOR SHALL SUPPLEMENT THIS WARRANTY WITH WRITTEN WARRANTIES FROM THE MANUFACTURER AND/OR INSTALLER OF THE SSSMR SYSTEM, WHICH SHALL BE SUBMITTED ALONG WITH THE CONTRACTOR'S WARRANTY. HOWEVER, THE CONTRACTOR WILL BE ULTIMATELY RESPONSIBLE FOR THIS WARRANTY AS OUTLINED IN THE SPECIFICATIONS AND AS INDICATED IN THIS WARRANTY EXAMPLE.

EXCLUSIONS FROM COVERAGE

1. NATURAL DISASTERS, ACTS OF GOD (LIGHTNING, FIRE, EXPLOSIONS, SUSTAINED WIND FORCES IN EXCESS OF THE DESIGN CRITERIA, EARTHQUAKES, AND HAIL).
2. ACTS OF NEGLIGENCE OR ABUSE OR MISUSE BY GOVERNMENT OR OTHER PERSONNEL, INCLUDING ACCIDENTS, VANDALISM, CIVIL DISOBEDIENCE, WAR, OR DAMAGE CAUSED BY FALLING OBJECTS.
3. DAMAGE BY STRUCTURAL FAILURE, SETTLEMENT, MOVEMENT, DISTORTION, WARPAGE, OR DISPLACEMENT OF THE BUILDING STRUCTURE OR ALTERATIONS MADE TO THE BUILDING.
4. CORROSION CAUSED BY EXPOSURE TO CORROSIVE CHEMICALS, ASH OR FUMES GENERATED OR RELEASED INSIDE OR OUTSIDE THE BUILDING FROM CHEMICAL PLANTS, FOUNDRIES, PLATING WORKS, KILNS, FERTILIZER FACTORIES, PAPER PLANTS, AND THE LIKE.
5. FAILURE OF ANY PART OF THE SSSMR SYSTEM DUE TO ACTIONS BY THE OWNER TO INHIBIT FREE DRAINAGE OF WATER FROM THE ROOF AND GUTTERS AND DOWNSPOUTS OR ALLOW PONDING WATER TO COLLECT ON THE ROOF SURFACE. CONTRACTOR'S DESIGN SHALL INSURE FREE DRAINAGE FROM THE ROOF AND NOT ALLOW PONDING WATER.
6. THIS WARRANTY APPLIES TO THE SSSMR SYSTEM. IT DOES NOT INCLUDE ANY CONSEQUENTIAL DAMAGE TO THE BUILDING INTERIOR OR CONTENTS WHICH IS COVERED BY THE WARRANTY OF CONSTRUCTION CLAUSE INCLUDED IN THIS CONTRACT.
7. THIS WARRANTY CANNOT BE TRANSFERRED TO ANOTHER OWNER WITHOUT WRITTEN CONSENT OF THE CONTRACTOR; AND THIS WARRANTY AND THE CONTRACT PROVISIONS WILL TAKE PRECEDENCE OVER ANY CONFLICTS WITH STATE STATUTES.

CONTRACTOR'S FIVE (5) YEAR NO PENAL SUM WARRANTY
FOR
STRUCTURAL STANDING SEAM METAL ROOF (SSSMR) SYSTEM
(continued)

**REPORTS OF LEAKS AND SSSMR SYSTEM DEFICIENCIES SHALL BE RESPONDED TO WITHIN 48 HOURS OF RECEIPT OF NOTICE, BY TELEPHONE OR IN WRITING, FROM EITHER THE OWNER OR CONTRACTING OFFICER. EMERGENCY REPAIRS TO PREVENT FURTHER ROOF LEAKS SHALL BE INITIATED IMMEDIATELY; A WRITTEN PLAN SHALL BE SUBMITTED FOR APPROVAL TO REPAIR OR REPLACE THIS SSSMR SYSTEM WITHIN SEVEN (7) CALENDAR DAYS. ACTUAL WORK FOR PERMANENT REPAIRS OR REPLACEMENT SHALL BE STARTED WITHIN 30 DAYS AFTER RECEIPT OF NOTICE, AND COMPLETED WITHIN A REASONABLE TIME FRAME. IF THE CONTRACTOR FAILS TO ADEQUATELY RESPOND TO THE WARRANTY PROVISIONS, AS STATED IN THE CONTRACT AND AS CONTAINED HEREIN, THE CONTRACTING OFFICER MAY HAVE THE SSSMR SYSTEM REPAIRED OR REPLACED BY OTHERS AND CHARGE THE COST TO THE CONTRACTOR.

IN THE EVENT THE CONTRACTOR DISPUTES THE EXISTENCE OF A WARRANTABLE DEFECT, THE CONTRACTOR MAY CHALLENGE THE OWNER'S DEMAND FOR REPAIRS AND/OR REPLACEMENT DIRECTED BY THE OWNER OR CONTRACTING OFFICER EITHER BY REQUESTING A CONTRACTING OFFICER'S DECISION UNDER THE CONTRACT DISPUTES ACT, OR BY REQUESTING THAT AN ARBITRATOR RESOLVE THE ISSUE. THE REQUEST FOR AN ARBITRATOR MUST BE MADE WITHIN 48 HOURS OF BEING NOTIFIED OF THE DISPUTED DEFECTS. UPON BEING INVOKED, THE PARTIES SHALL, WITHIN TEN (10) DAYS, JOINTLY REQUEST A LIST OF FIVE (5) ARBITRATORS FROM THE FEDERAL MEDIATION AND CONCILIATION SERVICE. THE PARTIES SHALL CONFER WITHIN TEN (10) DAYS AFTER RECEIPT OF THE LIST TO SEEK AGREEMENT ON AN ARBITRATOR. IF THE PARTIES CANNOT AGREE ON AN ARBITRATOR, THE CONTRACTING OFFICER AND THE PRESIDENT OF THE CONTRACTOR'S COMPANY WILL STRIKE ONE (1) NAME FROM THE LIST ALTERNATIVELY UNTIL ONE (1) NAME REMAINS. THE REMAINING PERSON SHALL BE THE DULY SELECTED ARBITRATOR. THE COSTS OF THE ARBITRATION, INCLUDING THE ARBITRATOR'S FEE AND EXPENSES, COURT REPORTER, COURTROOM OR SITE SELECTED, ETC., SHALL BE BORNE EQUALLY BETWEEN THE PARTIES. EITHER PARTY DESIRING A COPY OF THE TRANSCRIPT SHALL PAY FOR THE TRANSCRIPT. A HEARING WILL BE HELD AS SOON AS THE PARTIES CAN MUTUALLY AGREE. A WRITTEN ARBITRATOR'S DECISION WILL BE REQUESTED NOT LATER THAN 30 DAYS FOLLOWING THE HEARING. THE DECISION OF THE ARBITRATOR WILL NOT BE BINDING; HOWEVER, IT WILL BE ADMISSIBLE IN ANY SUBSEQUENT APPEAL UNDER THE CONTRACT DISPUTES ACT.

A FRAMED COPY OF THIS WARRANTY SHALL BE POSTED IN THE MECHANICAL ROOM OR OTHER APPROVED LOCATION DURING THE ENTIRE WARRANTY PERIOD.

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

SECTION 07600

SHEET METALWORK, GENERAL

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SECTION 07600

SHEET METALWORK, GENERAL

1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM B 32	(1996) Solder Metal
ASTM B 209	(1996) Aluminum and Aluminum-Alloy Sheet and Plate
ASTM B 221	(1996) Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
ASTM B 370	(1998) Copper Sheet and Strip for Building Construction
ASTM D 226	(1997a) Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing
ASTM A 525	(1993) General Requirements for Steel Sheet, Zinc Coated (Galvanized) by the Hot-Dip Process
ASTM A 526	(1990) Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Commercial Quality
ASTM D 2822	(1991; R 1997e1) Asphalt Roof Cement
ASTM D 4586	(1993) Asphalt Roof Cement, Asbestos Free

SHEET METAL & AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION
(SMACNA)

SMACNA Arch. Manual	(1993; Errata; Addenda Oct 1997) Architectural Sheet Metal Manual
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1.2 GENERAL REQUIREMENTS

Sheet metalwork shall be accomplished to form weathertight construction without waves, warps, buckles, fastening stresses or distortion, and shall allow for expansion and contraction. Cutting, fitting, drilling, and other operations in connection with sheet metal required to accommodate the work of other trades shall be performed by sheet metal mechanics. Installation of sheet metal items used in conjunction with roofing shall be coordinated with roofing work to permit continuous roofing operations.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Shop Drawings

Materials; FIO

Drawings of sheet metal items showing weights, gauges or thicknesses; types of materials; expansion-joint spacing; fabrication details; and installation procedures.

1.4 DELIVERY, STORAGE, AND HANDLING

Materials shall be adequately packaged and protected during shipment and shall be inspected for damage, dampness, and wet-storage stains upon delivery to the jobsite. Materials shall be clearly labeled as to type and manufacturer. Sheet metal items shall be carefully handled to avoid damage. Materials shall be stored in dry, ventilated areas until immediately before installation.

2 PRODUCTS

2.1 MATERIALS

Lead or lead-coated metal shall not be used. Galvanized Steel , ASTM A 526, Coating G90 may be used. Any metal listed by SMACNA Arch. Manual for a particular item may be used, unless otherwise specified or indicated. Materials shall conform to the requirements specified below and to the thicknesses and configurations established in SMACNA Arch. Manual. Different items need not be of the same metal, except that if copper is selected for any exposed item, all exposed items shall be copper.

2.1.1 Accessories

Accessories and other items essential to complete the sheet metal installation, though not specifically indicated or specified, shall be provided.

2.1.2 Aluminum Extrusions

ASTM B 221, Alloy 6063, Temper T5.

2.1.3 Bituminous Cement

Type I asphalt cement conforming to ASTM D 2822 or ASTM D 4586.

2.1.4 Sealant

Unless otherwise specified, sealant shall be an elastomeric weather resistant sealant as specified in Section 03150 EXPANSION JOINTS AND CONTRACTION JOINTS.

2.1.5 Fasteners

Fasteners shall be compatible with the fastened material and shall be the type best suited for the application.

2.1.6 Felt

ASTM D 226, Type I.

2.1.7 Polyvinyl Chloride (PVC) Reglets

ASTM D 1784, Class 14333D, 0.075 inch minimum thickness.

2.1.8 Aluminum Alloy Sheet and Plate

ASTM B 209, anodized clear, form, alloy, and temper appropriate for use.

2.1.9 Copper

ASTM B 370, Temper H 00.

2.1.10 Stainless Steel

ASTM A 167, Type 302 or 304; fully annealed, dead soft temper.

2.1.11 Solder

ASTM B 32, 95-5 tin-antimony.

2.1.12 Through-Wall Flashing

- a. Electro-sheet copper not less than 5 ounces, factory coated both sides with acid- and alkali-resistant bituminous compound not less than 6 ounces per square foot or factory covered both sides with asphalt-saturated cotton fabric, asphalt saturated glass-fiber fabric, or with 40 pound reinforced kraft paper bonded with asphalt.
- b. Stainless steel, Type 304, not less than 0.003 inch thick, completely encased by and permanently bonded on both sides to 50 pound high strength bituminized crepe kraft paper, using hot asphalt, heat, and pressure.
- c. Nonreinforced, waterproof, impermeable extruded elastomeric single ply sheeting not less than 30 mils thick.
- d. Three ounce copper sheet, with 2 mils of dense, clear, polyethylene sheet bonded to each side of the copper.
- e. Other through-wall flashing material may be used provided the following performance criteria are met.

(1) No cracking or flaking when bent 180 degrees over a 1/32 inch mandrel and rebent at the same point over the same mandrel in an opposite direction at 32 degrees F.

(2) Water vapor permeability not more than 2 perms when tested in accordance with ASTM E 96.

(3) Minimum breaking strength of 90 pounds per inch width in the weakest direction when tested in accordance with ASTM D 828.

(4) No visible deterioration after being subjected to a 400-hour direct weathering test in accordance with ASTM D 822.

(5) No shrinkage in length or width and less than 5 percent loss of breaking strength after a 10-day immersion, per ASTM D 543, in 5 percent (by weight) solutions, respectively, of sulfuric acid, hydrochloric acid, sodium hydroxide or saturated lime (calcium hydroxide).

2.1.13 Louver Screen

Type I commercial bronze, Type II carbon steel or Type III aluminum alloy insect screening conforming to ISWA IWS 089.

3 EXECUTION

3.1 GENERAL REQUIREMENTS

Gutters and downspouts shall be designed and fabricated in conformance with SMACNA Arch. Manual; louvers shall be fabricated in conformance with SMACNA Arch. Manual and as indicated. Unless otherwise specified or indicated, exposed edges shall be folded back to form a 1/2 inch hem on the concealed side, and bottom edges of exposed vertical surfaces shall be angled to form drips. Bituminous cement shall not be placed in contact with roofing membranes other than built-up roofing.

3.2 EXPANSION JOINTS

Expansion joints shall be provided as specified in SMACNA Arch. Manual. Expansion joints in continuous sheet metal and Galvanized Steel shall be provided at 40 foot intervals for copper and stainless steel and at 32 foot intervals for aluminum. Joints shall be evenly spaced. An additional joint shall be provided where the distance between the last expansion joint and the end of the continuous run is more than half the required interval spacing.

3.3 PROTECTION OF ALUMINUM

Aluminum shall not be used where it will be in contact with copper or where it will contact water which flows over copper surfaces. Aluminum that will be in contact with wet or pressure-treated wood, mortar, concrete, masonry, or ferrous metals shall be protected against galvanic or corrosive action by one of the following methods:

3.3.1 Paint

Aluminum surfaces shall be solvent cleaned and given one coat of zinc-molybdate primer and one coat of aluminum paint as specified in Section 09900 PAINTING, GENERAL.

3.3.2 Nonabsorptive Tape or Gasket

Nonabsorptive tape or gasket shall be placed between the adjoining surfaces and cemented to the aluminum surface using a cement compatible with aluminum.

3.4 CONNECTIONS AND JOINTING

3.4.1 Soldering

Soldering shall apply to copper, galvanized steel and stainless steel items. Edges of sheet metal shall be pretinned before soldering is begun. Soldering shall be done slowly with well heated soldering irons so as to thoroughly heat the seams and completely sweat the solder through the full width of the seam. Edges of stainless steel to be pretinned shall be treated with soldering acid flux. Soldering shall follow immediately after application of the flux. Upon completion of soldering, the acid flux residue shall be thoroughly cleaned from the sheet metal with a water solution of washing soda and rinsed with clean water.

3.4.2 Riveting

Joints in aluminum sheets 0.040 inch or less in thickness shall be mechanically made.

3.4.3 Seaming

Flat-lock and soldered-lap seams shall finish not less than 1 inch wide. Unsoldered plain-lap seams shall lap not less than 3 inches unless otherwise specified. Flat seams shall be made in the direction of the flow.

3.5 CLEATS

A continuous cleat shall be provided where indicated or specified to secure loose edges of the sheet metalwork. Butt joints of cleats shall be spaced approximately 1/8 inch apart. The cleat shall be fastened to supporting wood construction with nails evenly spaced not over 12 inches on centers. Where the fastening is to be made to concrete or masonry, screws shall be used and shall be driven in expansion shields set in concrete or masonry.

3.6 FLASHINGS

Flashings shall be installed at locations indicated and as specified below. Sealing shall be according to the flashing manufacturer's recommendations. Flashings shall be installed at intersections of roof with vertical surfaces and at projections through roof, except that flashing for heating and plumbing, including piping, roof, and floor drains, and for electrical conduit projections through roof or walls are specified in other sections. Except as otherwise indicated, counter flashings shall be provided over base flashings. Perforations in flashings made by masonry anchors shall be covered up by an application of bituminous plastic cement at the perforation. Flashing shall be installed on top of joint reinforcement. Flashing shall be formed to direct water to the outside of the system.

3.6.1 Base Flashing

Metal base flashing shall be coordinated with roofing work. Metal base flashing shall be set in plastic bituminous cement over the roofing membrane, nailed to nailing strip, and secured in place on the roof side with nails spaced not more than 3 inches on centers. Metal base flashing shall not be used on built-up roofing.

3.6.2 Counter Flashings

Except as otherwise indicated, counter flashings shall be provided over base flashings. Counter flashing shall be installed as shown in SMACNA Arch. Manual. Where bituminous base flashings are provided, the counter flashing shall extend down as close as practicable to the top of the cant strip. Counter flashing shall be factory formed to provide spring action against the base flashing.

3.6.3 Stepped Flashing

Stepped flashing shall be installed where sloping roofs surfaced with shingles abut vertical surfaces. Separate pieces of base flashing shall be placed in alternate shingle courses.

3.6.4 Through-Wall Flashing

Through-wall flashing includes sill, lintel, and spandrel flashing. The flashing shall be laid with a layer of mortar above and below the flashing so that the total thickness of the two layers of the mortar and flashing are the same thickness as the regular mortar joints. Flashing shall not extend further into the masonry backup wall than the first mortar joint. Joints in flashing shall be lapped and sealed. Flashing shall be one piece for lintels and sills.

3.6.4.1 Lintel Flashing

Lintel flashing shall extend the full length of lintel. Flashing shall extend through the wall one masonry course above the lintels and shall be bent down over the vertical leg of the outer steel lintel angle not less than 2 inches, or shall be applied over top of masonry and precast concrete lintels. Bedjoints of lintels at control joints shall be underlaid with sheet metal bond breaker.

3.6.4.2 Sill Flashing

Sill flashing shall extend the full width of the sill and not less than 4 inches beyond ends of sill except at control joint where the flashing shall be terminated at the end of the sill.

3.7 INSTALLATION OF LOUVERS

Louvers shall be rigidly attached to the supporting construction. The installation shall be rain-tight. Louver screen shall be installed as indicated.

3.8 CONTRACTOR QUALITY CONTROL

The Contractor shall establish and maintain a quality control procedure for sheet metal used in conjunction with roofing to assure compliance of the installed sheet metalwork with the contract requirements. Any work found not to be in compliance with the contract shall be promptly removed and replaced or corrected in an approved manner. Quality control shall include, but not be limited to, the following:

- a. Observation of environmental conditions; number and skill level of sheet metal workers; condition of substrate.
- b. Verification of compliance of materials before, during, and after installation.
- c. Inspection of sheet metalwork for proper size and thickness, fastening and joining, and proper installation.

The actual quality control observations and inspections shall be documented and a copy of the documentation furnished to the Contracting Officer at the end of each day.

Invitation No. DACW66-02-B-0008

DIVISION 08

(NOT USED)

DIVISION 9 - FINISHES

SECTION 09900

PAINTING

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SECTION 09900

PAINTING

1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

1.1.1 Federal Specifications (FS)

FS TT-C-535	(Rev B; Am2) Coating, Epoxy, Two Components for Int. Use on Metal, Wood, Wallboard, Painted Surfaces, Concrete and Masonry
FS TT-E-545	(Rev C) Primer (Enamel-Undercoat, Alkyd, Odorless, Interior, Flat, Tints and White)
FS TT-F-1098	(Rev D) Filler, Block, Solvent-Thinned, For Porous Surfaces
FS TT-P-19	(Rev D) Paint, Latex (Acrylic Emulsion, Exterior Wood and Masonry)
FS TT-P-38	(Rev E) Paint, Aluminum (Ready-Mixed)
FS TT-P-645	(Rev B) Primer, Paint, Zinc-Chromate, Alkyd Type

1.1.2 Federal Standard (FED-STD)

FED-STD 595	(Rev B) Colors
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1.2 SUBMITTALS

The following shall be submitted to the Contracting Officer, prior to installation, in accordance with Section 01330 SUBMITTAL PROCEDURES:

1.2.1 Color Chips

All colors, including tones, shall be selected and approved by the Contracting Officer. Panels or color chips of finish and color shall be prepared by the Contractor and submitted for approval of the Contracting Officer prior to application. At the option of the Contracting Office, colors may be selected from Federal Standard No. 595. This submittal shall be made at the same time as the quarry tile and plastic laminate submittals are made.

1.3 STORAGE

Paints shall be protected from exposure to cold weather by storing in shelters to prevent freezing of the paint.

1.4 PACKING AND LABELING

Paints shall be in sealed containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacturer's directions, and name of manufacturer, all of which shall be plainly legible at the time of use. Pigmented paints shall be furnished in containers not larger than 5 gallons. Materials shall conform to the specifications shown in the painting schedule herein and to the requirements herein. No paint or coating material shall contain asbestos containing materials.

1.5 ENVIRONMENTAL CONDITIONS

Paints other than water thinned coatings shall be applied only to surfaces that are completely free of surface moisture as determined by sight or touch. In no case shall paint be applied to surfaces upon which there is visible frost or ice. While painting is being done, the temperature of the surfaces to be painted and of the atmosphere in contact therewith shall be maintained at or above 50 degrees F. for water-thinned coating and 45 degrees F. for other coatings. During periods of inclement weather, painting may be continued by enclosing the surfaces with temporary shelters and applying artificial heat, provided the temperature requirements prescribed above are maintained. Salamanders and open fires will not be permitted.

1.6 GENERAL

The term "paint", as used herein, includes emulsions, enamels, paints, stains, varnishes, sealers, cement filler, and other coatings, whether used as prime, intermediate, or finish coats. All work shall be done in a workmanlike manner, so that the finish surfaces shall be free from runs, drops, ridges, waves, laps and unnecessary brush marks.

1.7 MEASUREMENT AND PAYMENT

Payment for the work required by this section shall be included in the contract lump-sum price bid for which the work item pertains. This price shall include full compensation for completing the work as outlined on the drawings and in these specifications.

2 PRODUCTS

2.1 MATERIALS

Materials shall conform to the respective specifications listed for use in PART 3 EXECUTION.

2.2 HAZARDOUS MATERIALS RESTRICTIONS

Paints and painting practices shall comply with all applicable state and local laws enacted to insure compliance with Federal Clean Air Standards.

2.3 MERCURY

Mercurial fungicides shall not be used in exterior oil paints.

3 EXECUTION

3.1 CLEANING AND PREPARATION OF SURFACES

3.1.1 General

Hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in contact with painted surfaces and not to be painted shall be removed prior to surface preparation and painting operations. Following completion of painting of each space, removed items shall be reinstalled. Such removal and reinstalling shall be done by workmen skilled in the trades involved. Exposed nails and other ferrous metal on surfaces to be painted with water-thinned paints shall be spot-primed with zinc dust-zinc oxide or red lead metal primer. Surfaces to be painted shall be clean before applying paint or surface treatment. Oil and grease shall be removed with clean cloths and cleaning solvents prior to mechanical cleaning, except when sandblasting is employed. Cleaning solvents shall be low toxicity and shall have flash point in excess of 100 degrees F. Cleaning and painting shall be so programmed that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

3.1.2 Surface Preparation

The finished surfaces shall be free from runs, drops, ridges, waves, laps, brush marks, and variations in color, texture, and finish. The hiding shall be so completed that the addition of another coat of paint would not increase the hiding. Each coat shall be so applied as to produce a film of uniform thickness. Special attention shall be giving to insure that edges, corners, crevices, welds, and rivets receive a film thickness equivalent to that of adjacent painted surfaces. Respirators shall be worn by persons engaged or assisting in spray painting. Adjacent areas and installations shall be protected by the use of drop cloths or other approved precautionary measures. Metal surfaces adjacent to surfaces to receive water-thinned paints shall be primed and/or touched up prior to the application of water-thinned paints.

3.1.2.1 Method of Surface Preparation

Method of surface preparation and pretreatment shown in the schedule is for identification purposes only. Cleaning and pretreatment of surfaces prior to painting shall be accomplished in accordance with the detailed requirements herein before described.

3.2 MIXING AND THINNING

At time of application, paint shall show no signs of deterioration. Paint shall be thoroughly stirred, strained, and kept at a uniform consistency during application. Paints of different manufacturers shall not be mixed together. Where necessary to suit conditions of surface, temperature, weather, and method of application, packaged paint other than cement-emulsion filler may be thinned immediately prior to application in accordance with the manufacturer's directions, but not in excess of one pint of suitable thinner per gallon. The use of thinner for any reason shall not relieve the Contractor from obtaining complete hiding.

3.3 APPLICATION

3.3.1 Time Between Surface Preparation and Painting

Surfaces that have been cleaned, pretreated, and/or otherwise prepared for painting shall be given a coat of the specified first coat material as soon as practicable after such preparation has been completed, but in any event prior to any deterioration of the prepared surface.

3.3.2 Interior Concrete Surfaces

All interior concrete floor surfaces shall receive two applications of Miracle Sealants Company product 511 (CST) Concrete Surface Treatment or approved equal. Application rates shall be 250 square feet per gallon for the first application and 500 square feet for the second application.

Miracle Sealants Company is located at 12806 Schabarum Avenue, Bldg. A, Irwindale, CA 91706, PH (626) 814-8988 or 1-800-851-8932, web site www.miraclesealants.com or approved equal.

3.3.3 Ferrous Surfaces

Ferrous surfaces that have not been shop coated shall be solvent-cleaned to remove oil and grease, then mechanically cleaned by power wire-brushing or blast cleaning to remove loose rust, loose mill scale, and other foreign substances. Minor amounts of residual rust that cannot be removed except by thorough blast cleaning and tight mill scale that cannot be removed by applying a sharp knife to any edge bill be permitted. After cleaning, one coat of paint conforming to Federal Specification, TT-P-38, shall be applied. Shop-coated metal shall be protected from corrosion before and after installation by treating corroded areas immediately upon detection. Abraded or corroded spots on shop-coated surfaces shall be wire-brushed and touched-up with the same material as the shop coat.

3.4 SURFACES TO BE PAINTED

3.4.1 General

Except as specified under SURFACES NOT TO BE PAINTED, the surfaces listed in the painting schedule below shall receive the surface preparation, paints, and number of coats prescribed. Piping shall not be painted until the piping has been tested and approved. Explanatory information for use with the painting schedule is as follows.

3.4.2 Surfaces

Surfaces of fabricated and assembled items that are finish-painted by the manufacturer, or specified to be finish-painted under other sections of the specification, are exempted from the following schedule requirements for surface preparation and finish painting as required by this section.

3.4.3 Colors and Tints

Colors and tints shall match the respective color specimens selected by the Contracting Officer. Undercoats shall vary slightly from the color of the next coat.

3.4.4 Vent Risers

Plumbing vent risers shall be painted to match the roof.

3.5 SURFACES NOT TO BE PAINTED

The following listed items will not require painting: Interior Concrete Masonry Units, and Exterior Exposed Concrete.

3.6 CLEANING

Cloths and cotton waste that might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day. Upon completion of the work, staging, scaffolding, and containers shall be removed from the site or destroyed in an approved manner. Paint spots, oil, or stains upon adjacent surfaces shall be removed and the entire job left clean and acceptable.

3.7 PAINTING SCHEDULE

Products in painting schedule shall be by listed manufacturer or an approved equal.

<u>Surface</u>	<u>Surface preparation and Pretreatment</u>	<u>Prime/ Touch-up</u>	<u>1st Coat</u>	<u>2nd Coat</u>
Aluminum surfaces in contact with dissimilar metals	Clean with solvents	TT-P-645	TT-P-38	TT-P-38
Aluminum surfaces in contact with cement	Clean with solvent	Bituminous paint	TT-P-38	TT-P-38
Ferrous surfaces, unless otherwise specified, including piping, hangers and supports	As previously specified	PPG Rust Control	PPG Speed-hide ext., int. enamel	PPG-Speed hide ext., int. enamel
Metal trim doors, louvers, and ventilators	As previously specified	PPG Rust Control	PPG Speed-hide ext. int. enamel	None
Exterior masonry	As previously specified	TT-F-1098	TT-C-535	TT-C-535
Interior concrete floor	Steel Trowel	511 CST	511 CST	

Painted wood/plywood	As previously specified	PPG Quick Dry Enamel Undercoat	PPG Speed- hide ext., int. enamel	None
Stained wood siding, wood louvers, plywood panels, decking beams & trim, int. & ext.	As previously specified	None	Olympic Semi- transpare nt pigmented oil	Olympic Semi- transpare nt pigmented oil

DIVISION 9 - FINISHES

SECTION 09915

COLOR SCHEDULE

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SECTION 09915

COLOR SCHEDULE

1 GENERAL

1.1 GENERAL

This section covers only the color of the exterior and interior materials and products that are exposed to view in the finished construction. The word "color" as used herein includes surface color and pattern. Requirements for quality and method of installation are covered in other appropriate sections of the specifications. Specific locations where the various materials are required are shown on the drawings. Items not designated for color in this section may be specified in other sections. When color is not designated for items, the Contractor shall propose a color for approval. Color schemes shall be coordinated with the Contracting Officer prior to submittal.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-14 Samples

Color Schedule;

2 sets of color boards, 120 days after the Contractor is given Notice to proceed, complying with the following requirements:

- a. Color boards shall reflect all actual finish textures, patterns, and colors required for this contract.
- b. Materials shall be labeled with the finish type, manufacturer's name, pattern, and color reference.
- c. Samples shall be on size A4 or 8-1/2 by 11 inch boards with a maximum spread of size A1 or 25-1/2 by 33 inches for foldouts.
- d. Samples for this color board are required in addition to samples requested in other specification sections.
- e. Color boards shall be submitted to the following addresses:

Caruthersville Area Office
706 Harry S. Truman Boulevard
Caruthersville, Missouri 63830-1268
Attention: Mr. Stephen P. Shankle

2 PRODUCTS

2.1 REFERENCE TO MANUFACTURER'S COLOR

Where color is shown as being specific to one manufacturer, an equivalent color by another manufacturer may be submitted for approval. Manufacturers and materials specified are not intended to limit the selection of equal colors from other manufacturers.

2.2 COLOR SCHEDULE

The color schedule lists the colors, patterns and textures required for exterior and interior finishes, including both factory applied and field applied colors.

2.2.1 Exterior Walls

Exterior wall colors shall apply to exterior wall surfaces including recesses at entrances and projecting vestibules. Conduit shall be painted to closely match the adjacent surface color. Wall color shall be provided to match the colors listed below.

- a. Brick: Submit color samples
- b. Mortar: Submit color samples
- c. Paint: Submit color samples
- d. Concrete Masonry Units (Integrally Colored): Submit color samples
- e. Metal Wall Panels, Hardware, and Associated Trim: Submit color samples

2.2.2 Exterior Trim

Exterior trim shall be provided to match the colors listed below.

- a. Doors and Door Frames: Submit color samples
- b. Windows (mullion, muntin, sash, trim, and sill): Submit color samples
- c. Fascia: Submit color samples
- d. Downspouts, Gutter, Louvers, and Flashings: Submit color samples
- e. Handrails: Submit color samples
- f. Soffits and Ceilings: Submit color samples
- g. Signage: Submit color samples
- h. Overhangs: Submit color samples
- i. Caulking and Sealants: Submit color samples

2.2.3 Exterior Roof

Roof color shall apply to exterior roof surfaces including sheet metal flashings and copings, mechanical units, roof trim, pipes, conduits, electrical appurtenances, and similar items. Roof color shall be provided to match the colors listed below.

- a. Metal: Submit color samples
- b. Shingles: Submit color samples
- c. EPDM: (Not Applicable)

2.2.4 Interior Floor Finishes

Flooring materials shall be provided to match the colors listed below.

- a. Concrete: Submit color samples

2.2.5 Interior Base Finishes

Base materials shall be provided to match the colors listed below.

- a. Brick: Submit color samples
- b. Mortar: Submit color samples
- c. Painted: Submit color samples

2.2.6 Interior Miscellaneous

Miscellaneous items shall be provided to match the colors listed below.

- a. Toilet Partitions and Urinal Screen: Submit color samples
- b. Plastic Laminate: Submit color samples
- c. Signage Message Color (excluding handicapped signage): Submit color samples
- d. Signage Background Color (excluding handicapped signage): Submit color samples
- e. Operable Partitions: Submit color samples
- f. Corner Guards: Submit color samples
- g. Wall Switch Handles and Standard Receptacle Bodies: Submit color samples
- h. Electrical Device Cover Plates and Panels: Submit color samples

Invitation No. DACW66-02-B-0008

DIVISIONS 10 THRU 14

(NOT USED)

DIVISION 10-TOC-1

DIVISION 15 - SITE-WORK

SECTION 15400

PLUMBING, GENERAL PURPOSE

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SECTION 15400

PLUMBING, GENERAL PURPOSE

1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AIR CONDITIONING AND REFRIGERATION INSTITUTE (ARI)

ARI 1010 (1994) Self-Contained, Mechanically Refrigerated Drinking-Water Coolers

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A112.21.1m (1991) Floor Drains

ANSI B 16.12 (1991) Cast Iron Threaded Drainage Fittings

ANSI B 16.18 (1984) Cast Copper Alloy Solder Joint Pressure

ANSI B 16.23 (1992) Cast Copper Alloy Solder Joint Drainage Fittings

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 47/A 47MASTM B 32 (1996) Solder Metal

ASTM B 42 (1998) Seamless Copper Pipe, Standard Sizes

ASTM B 43 (1998) Seamless Red Brass Pipe, Standard Sizes

ASTM B 75 (1999) Seamless Copper Tube

ASTM B 88 (1999) Seamless Copper Water Tube

ASTM B 306 (1999) Copper Drainage Tube (DWV)

ASTM D 1785 (1999) Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120

ASTM D 2466 (1999) Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40

ASTM D 2467 (1999) Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80

ASTM D 2564 (1996a) Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems

ASTM D 2665 (1998) Poly(Vinyl Chloride) (PVC) Plastic
Drain, Waste, and Vent Pipe and Fittings

ASTM D 2822 (1991; R 1997e1) Asphalt Roof Cement

AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING
ENGINEERS (ASHRAE)

ASHRAE 34 (1997) Number Designation and Safety
Classification of Refrigerants

ASHRAE 90.1 (1989; 90.1b; 90.1c; 90.1d; 90.1e; 90.1g;
90.1i; 90.1l-1995; 90.1m-1995; 90.1n-1997)
Energy Efficient Design of New Buildings
Except Low-Rise Residential Buildings

ASME INTERNATIONAL (ASME)

ASME A112.1.2 (1991; R 1998) Air Gaps in Plumbing Systems

ASME A112.6.1M (1997) Supports for Off-the-Floor Plumbing
Fixtures for Public Use

ASME A112.18.1M (1996) Plumbing Fixture Fittings

ASME A112.19.1M (1994; R 1999) Enameled Cast Iron Plumbing
Fixtures

ASME A112.21.1M (1991; R 1998) Floor Drains

ASME A112.36.2M (1991; R 1998) Cleanouts

ASME B16.12 (1998) Cast Iron Threaded Drainage Fittings

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA EWW (1999) Standard Methods for the Examination
of Water and Wastewater

AWWA B300 (1999) Hypochlorites

AWWA B301 (1992; Addenda B301a - 1999) Liquid Chlorine
AWWA M20 (1973) Manual: Water Chlorination Principles
and Practices

CODE OF FEDERAL REGULATIONS (CFR)

PL 93-523 (1974; Amended 1986) Safe Drinking Water Act

MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS
INDUSTRY (MSS)

MSS SP-25 (1998) Standard Marking System for Valves,
Fittings, Flanges and Unions

MSS SP-69 (1996) Pipe Hangers and Supports - Selection
and Application

MSS SP-80 (1997) Bronze Gate, Globe, Angle and Check
Valves

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA 250 (1997) Enclosures for Electrical Equipment
(1000 Volts Maximum)

1.2 STANDARD PRODUCTS

Specified materials and equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Specified equipment shall essentially duplicate equipment that has performed satisfactorily at least two years prior to bid opening.

1.3 ELECTRICAL WORK

Motors, motor controllers and motor efficiencies shall conform to the requirements of Section 16415 ELECTRICAL WORK, INTERIOR. Electrical motor-driven equipment specified herein shall be provided complete with motors. Equipment shall be rated at 60 Hz, single phase, ac unless otherwise indicated.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Shop Drawings

Plumbing System; FIO.

Detail drawings consisting of illustrations, schedules, performance charts, instructions, brochures, diagrams, and other information to illustrate the requirements and operations of each system.

SD-01 Product Data

Welding; FIO.

A copy of qualified procedures and a list of names and identification symbols of qualified welders and welding operators.

Plumbing Fixture Schedule; FIO.

Catalog cuts of specified plumbing fixtures system and system location where installed.

SD-09 Test Reports

Tests, Flushing and Disinfection; FIO.

Test reports in booklet form showing all field tests performed to adjust each component and all field tests performed to prove compliance with the specified performance criteria, completion and testing of the installed system. Each test report shall indicate the final position of controls.

1.5 REGULATORY REQUIREMENTS

Plumbing work shall be in accordance with ICC Plumbing Code and with applicable state and local codes.

1.6 PROJECT/SITE CONDITIONS

The Contractor shall become familiar with details of the work, verify dimensions in the field, and advise the Contracting Officer of any discrepancy before performing any work.

2 PRODUCTS

2.1 MATERIALS

Materials for various services shall be in accordance with TABLES I and II. Pipe schedules shall be selected based on service requirements. Pipe fittings shall be compatible with the applicable pipe materials. Material or equipment containing lead shall not be used in any potable water system. In line devices such as water meters, building valves, check valves, meter stops, valves, and fittings shall comply with PL 93-523 and NSF 61, Section 8. End point devices such as drinking water fountains, lavatory faucets, supply stops and end point control valves used to dispense water for drinking must meet the requirements of NSF 61, Section 9.

2.1.1 Pipe Joint Materials

Grooved pipe and hubless cast-iron soil pipe shall not be used under ground. Joints and gasket materials shall conform to the following:

- a. Solder Material: Solder metal shall conform to ASTM B 32.
- b. Solder Flux: Flux shall be liquid form, non-corrosive, and conform to ASTM B 813, Standard Test 1.
- c. PTFE Tape: PTFE Tape, for use with Threaded Metal or Plastic Pipe, ASTM D 3308.
- d. Solvent Cement for Transition Joints between ABS and PVC Nonpressure Piping Components: ASTM D 3138.
- e. Flanged fittings including flanges, bolts, nuts, bolt patterns, etc., shall be in accordance with ASME B16.5 class 150 and shall have the manufacturer's trademark affixed in accordance with MSS SP-25. Flange material shall conform to ASTM A 105/A 105M. Blind flange material shall conform to ASTM A 516/A 516M cold service and ASTM A 515/A 515M for hot service. Bolts shall be high strength or intermediate strength with material conforming to ASTM A 193/A 193M.

2.1.2 Miscellaneous Materials

Miscellaneous materials shall conform to the following:

- a. Asphalt Roof Cement: ASTM D 2822.
- b. Supports for Off-The-Floor Plumbing Fixtures: ASME A112.6.1M.
- c. Metallic Cleanouts: ASME A112.36.2M.
- d. Plumbing Fixture Setting Compound: A preformed flexible ring seal molded from hydrocarbon wax material. The seal material shall be nonvolatile nonasphaltic and contain germicide and provide watertight, gastight, odorproof and verminproof properties.

AWWA C203.

- a. Hypochlorites: AWWA B300.
- b. Liquid Chlorine: AWWA B301.

2.2 PIPE HANGERS, INSERTS, AND SUPPORTS

Pipe hangers, inserts, and supports shall conform to MSS SP-58 and MSS SP-69.

2.3 VALVES

Valves shall be provided on supplies to equipment and fixtures. Valves 2-1/2 inches and smaller shall be bronze with threaded bodies for pipe and solder-type connections for tubing. Valves 3 inches and larger shall have flanged iron bodies and bronze trim. Pressure ratings shall be based upon the application. Grooved end valves may be provided if the manufacturer certifies that the valves meet the performance requirements of applicable MSS standard. Valves shall conform to the following standards:

Description	Standard
Bronze Gate, Globe, Angle, and Check Valves	MSS SP-80

2.3.1 Wall Faucets

Wall faucets shall be brass with 3/4 inch male inlet threads, hexagon shoulder, and 3/4 inch hose connection. Faucet handle shall be securely attached to stem.

2.4 FIXTURES

SEE SECTION 02875 - PREFABRICATED RESTROOMS

Fixtures shall be water conservation type, in accordance with ICC Plumbing Code. Fixtures for use by the physically handicapped shall be in accordance with CABO A117.1.

3 EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

Piping located in air plenums shall conform to NFPA 90A requirements. Plastic pipe shall not be installed in air plenums. Piping located in shafts that constitute air ducts or that enclose air ducts shall be noncombustible in accordance with NFPA 90A. The plumbing system shall be installed complete with necessary fixtures, fittings, traps, valves, and accessories. Water and drainage piping shall be extended 5 feet outside the building, unless otherwise indicated. A gate valve and drain shall be installed on the water service line inside the building approximately 6 inches above the floor from point of entry. Piping shall be connected to the exterior service lines or capped or plugged if the exterior service is not in place. Sewer and water pipes shall be laid in separate trenches, except when otherwise shown. Exterior underground utilities shall be at least 12 inches below the average local frost depth or as indicated on the drawings. If trenches are closed or the pipes are otherwise covered before being connected to the service lines, the location of the end of each plumbing utility shall be marked with a stake or other acceptable means. Valves shall be installed with control no lower than the valve body.

3.1.1 Water Pipe, Fittings, and Connections

3.1.1.1 Utilities

The piping shall be extended to fixtures, outlets, and equipment. The hot-water and cold-water piping system shall be arranged and installed to permit draining. The supply line to each item of equipment or fixture, except faucets, flush valves, or other control valves which are supplied with integral stops, shall be equipped with a shutoff valve to enable isolation of the item for repair and maintenance without interfering with operation of other equipment or fixtures. Supply piping to fixtures, faucets, hydrants, shower heads, and flushing devices shall be anchored to prevent movement.

3.1.1.2 Cutting and Repairing

The work shall be carefully laid out in advance, and unnecessary cutting of construction shall be avoided. Damage to building, piping, wiring, or equipment as a result of cutting shall be repaired by mechanics skilled in the trade involved.

3.1.1.3 Protection of Fixtures, Materials, and Equipment

Pipe openings shall be closed with caps or plugs during installation. Fixtures and equipment shall be tightly covered and protected against dirt, water, chemicals, and mechanical injury. Upon completion of the work, the fixtures, materials, and equipment shall be thoroughly cleaned, adjusted, and operated. Safety guards shall be provided for exposed rotating equipment.

3.1.1.4 Mains, Branches, and Runouts

Piping shall be installed as indicated. Pipe shall be accurately cut and worked into place without springing or forcing. Structural portions of the building shall not be weakened. Aboveground piping shall run parallel with the lines of the building, unless otherwise indicated. Branch pipes from

service lines may be taken from top, bottom, or side of main, using crossover fittings required by structural or installation conditions. Supply pipes, valves, and fittings shall be kept a sufficient distance from other work and other services to permit not less than 1/2 inch between finished covering on the different services. Bare and insulated water lines shall not bear directly against building structural elements so as to transmit sound to the structure or to prevent flexible movement of the lines. Water pipe shall not be buried in or under floors unless specifically indicated or approved. Changes in pipe sizes shall be made with reducing fittings. Use of bushings will not be permitted except for use in situations in which standard factory fabricated components are furnished to accommodate specific accepted installation practice. Change in direction shall be made with fittings, except that bending of pipe 4 inches and smaller will be permitted, provided a pipe bender is used and wide sweep bends are formed. The center-line radius of bends shall be not less than six diameters of the pipe. Bent pipe showing kinks, wrinkles, flattening, or other malformations will not be acceptable.

3.1.1.5 Pipe Drains

Pipe drains indicated shall consist of 3/4 inch hose bibb with renewable seat and gate valve ahead of hose bibb. At other low points, 3/4 inch brass plugs or caps shall be provided. Disconnection of the supply piping at the fixture is an acceptable drain.

3.1.1.6 Expansion and Contraction of Piping

Allowance shall be made throughout for expansion and contraction of water pipe. Horizontal runs of pipe over 50 feet in length shall be anchored to the wall or the supporting construction about midway on the run to force expansion, evenly divided, toward the ends. Sufficient flexibility shall be provided on branch runouts from mains and risers to provide for expansion and contraction of piping. Flexibility shall be provided by installing one or more turns in the line so that piping will spring enough to allow for expansion without straining.

3.1.2 Joints

Installation of pipe and fittings shall be made in accordance with the manufacturer's recommendations. Mitering of joints for elbows and notching of straight runs of pipe for tees will not be permitted. Joints shall be made up with fittings of compatible material and made for the specific purpose intended.

3.1.2.1 Threaded

Threaded joints shall have American Standard taper pipe threads conforming to ASME B1.20.1. Only male pipe threads shall be coated with graphite or with an approved graphite compound, or with an inert filler and oil, or shall have a polytetrafluoroethylene tape applied.

3.1.2.2 Unions and Flanges

Unions, flanges and mechanical couplings shall not be concealed in walls, ceilings, or partitions. Unions shall be used on pipe sizes 2-1/2 inches and smaller; flanges shall be used on pipe sizes 3 inches and larger.

3.1.2.3 Cast Iron Soil, Waste and Vent Pipe

Bell and spigot compression and hubless gasketed clamp joints for soil, waste and vent piping shall be installed per the manufacturer's recommendations.

3.1.2.4 Copper Tube and Pipe

The tube or fittings shall not be annealed when making connections.

- a. Brazed. Brazed joints shall be made in conformance with AWS B2.2, MSS SP-73, and CDA Tube Handbook with flux and are acceptable for all pipe sizes. Copper to copper joints shall include the use of copper-phosphorus or copper-phosphorus-silver brazing metal without flux. Brazing of dissimilar metals (copper to bronze or brass) shall include the use of flux with either a copper-phosphorus, copper-phosphorus-silver or a silver brazing filler metal.
- b. Soldered. Soldered joints shall be made with flux and are only acceptable for piping 2 inches and smaller. Soldered joints shall conform to ASME B31.5 and CDA Tube Handbook.

3.1.3 Dissimilar Pipe Materials

Connections between ferrous and non-ferrous copper water pipe shall be made with dielectric unions or flange waterways. Dielectric waterways shall have temperature and pressure rating equal to or greater than that specified for the connecting piping. Waterways shall have metal connections on both ends suited to match connecting piping. Dielectric waterways shall be internally lined with an insulator specifically designed to prevent current flow between dissimilar metals. Dielectric flanges shall meet the performance requirements described herein for dielectric waterways. Connecting joints between plastic and metallic pipe shall be made with transition fitting for the specific purpose.

3.1.4 Pipe Sleeves and Flashing

Pipe sleeves shall be furnished and set in their proper and permanent location.

3.1.4.1 Pipe Penetrations of Slab on Grade Floors

Where pipes, fixture drains, floor drains, cleanouts or similar items penetrate slab on grade floors, except at penetrations of floors with waterproofing membrane as specified in paragraphs Flashing Requirements and Waterproofing, a groove 1/4 to 1/2 inch wide by 1/4 to 3/8 inch deep shall be formed around the pipe, fitting or drain. The groove shall be filled with a sealant as specified in Section 03150 EXPANSION JOINTS, CONTRACTION JOINTS AND WATERSTOPS.

3.1.5 Welded Installation

Plumbing pipe weldments shall be as indicated. Changes in direction of piping shall be made with welding fittings only; mitering or notching pipe to form elbows and tees or other similar type construction will not be permitted. Branch connection may be made with either welding tees or forged branch outlet fittings. Branch outlet fittings shall be forged, flared for

improvement of flow where attached to the run, and reinforced against external strains. Beveling, alignment, heat treatment, and inspection of weld shall conform to ASME B31.1. Weld defects shall be removed and repairs made to the weld, or the weld joints shall be entirely removed and rewelded. After filler metal has been removed from its original package, it shall be protected or stored so that its characteristics or welding properties are not affected. Electrodes that have been wetted or that have lost any of their coating shall not be used.

3.1.6 Pipe Cleanouts

Pipe cleanouts shall be the same size as the pipe except that cleanout plugs larger than 4 inches will not be required. Cleanouts in connection with other pipe, where indicated, shall be T-pattern, 90-degree branch drainage fittings with cast-brass screw plugs, except plastic plugs shall be installed in plastic pipe. Plugs shall be the same size as the pipe up to and including 4 inches. Cleanout tee branches with screw plug shall be installed at the foot of soil and waste stacks, at the foot of interior downspouts, on each connection to building storm drain where interior downspouts are indicated, and on each building drain outside the building. Cleanout tee branches may be omitted on stacks in single story buildings with slab-on-grade construction or where less than 18 inches of crawl space is provided under the floor. Cleanouts on pipe concealed in partitions shall be provided with chromium plated bronze, nickel bronze, nickel brass or stainless steel flush type access cover plates. Round access covers shall be provided and secured to plugs with securing screw. Square access covers may be provided with matching frames, anchoring lugs and cover screws. Cleanouts in finished walls shall have access covers and frames installed flush with the finished wall. Cleanouts installed in finished floors subject to foot traffic shall be provided with a chrome-plated cast brass, nickel brass, or nickel bronze cover secured to the plug or cover frame and set flush with the finished floor. Heads of fastening screws shall not project above the cover surface. Where cleanouts are provided with adjustable heads, the heads shall be plastic.

3.1.7 Access Panels

Access panels shall be provided for concealed valves and controls, or any item requiring inspection or maintenance. Access panels shall be of sufficient size and located so that the concealed items may be serviced, maintained, or replaced. Access panels shall be as specified in Section 05500 MISCELLANEOUS METAL.

3.2 TESTS, FLUSHING AND DISINFECTION

3.2.1 Plumbing System

The following tests shall be performed on the plumbing system in accordance with ICC Plumbing Code.

- a. Drainage and Vent Systems Tests.
- b. Building Sewers Tests.
- c. Water Supply Systems Tests.

3.2.2 Defective Work

If inspection or test shows defects, such defective work or material shall be replaced or repaired as necessary and inspection and tests shall be repeated. Repairs to piping shall be made with new materials. Caulking of screwed joints or holes will not be acceptable.

3.2.3 System Flushing

3.2.3.1 During Flushing

Before operational tests or disinfection, potable water piping system shall be flushed with potable water. Sufficient water shall be used to produce a water velocity that is capable of entraining and removing debris in all portions of the piping system. This requires simultaneous operation of all fixtures on a common branch or main in order to produce a flushing velocity of approximately 4 fps through all portions of the piping system. In the event that this is impossible due to size of system, the Contracting Officer (or the designated representative) shall specify the number of fixtures to be operated during flushing. Contractor shall provide adequate personnel to monitor the flushing operation and to ensure that drain lines are unobstructed in order to prevent flooding of the facility. Contractor shall be responsible for any flood damage resulting from flushing of the system. Flushing shall be continued until entrained dirt and other foreign materials have been removed and until discharge water shows no discoloration.

3.2.3.2 After Flushing

System shall be drained at low points. Strainer screens shall be removed, cleaned, and replaced. After flushing and cleaning, systems shall be prepared for testing by immediately filling water piping with clean, fresh potable water. Any stoppage, discoloration, or other damage to the finish, furnishings, or parts of the building due to the Contractor's failure to properly clean the piping system shall be repaired by the Contractor. All faucets and drinking water fountains, to include any device considered as an end point device by NSF 61, Section 9, shall be flushed a minimum of 0.25 gallons per 24 hour period, ten times over a 14 day period.

3.2.4 Operational Test

Upon completion of flushing and prior to disinfection procedures, the Contractor shall subject the plumbing system to operating tests to demonstrate satisfactory functional and operational efficiency. Such operating tests shall cover a period of not less than 8 hours for each system and shall include the following information in a report with conclusion as to the adequacy of the system:

- a. Time, date, and duration of test.
- b. Water pressures at the most remote and the highest fixtures.
- c. Operation of each fixture and fixture trim.
- d. Operation of each valve, hydrant, and faucet.
- g. Operation of each floor and roof drain by flooding with water.

3.2.5 Disinfection

After operational tests are complete, the entire water distribution system shall be disinfected. System shall be flushed as specified, before introducing chlorinating material. The chlorinating material shall be hypochlorites or liquid chlorine. Water chlorination procedure shall be in accordance with AWWA M20. The chlorinating material shall be fed into the water piping system at a constant rate at a concentration of at least 50 parts per million (ppm). A properly adjusted hypochlorite solution injected into the main with a hypochlorinator, or liquid chlorine injected into the main through a solution-feed chlorinator and booster pump, shall be used. The chlorine residual shall be checked at intervals to ensure that the proper level is maintained. Chlorine application shall continue until the entire main is filled. The water shall remain in the system for a minimum of 24 hours. Each valve in the system being disinfected shall be opened and closed several times during the contact period to ensure its proper disinfection. Following the 24-hour period, no less than 25 ppm chlorine residual shall remain in the system. Samples of water in disinfected containers shall be obtained from several locations selected by the Contracting Officer. The samples of water shall be tested for total coliform organisms (coliform bacteria, fecal coliform, streptococcal, and other bacteria) in accordance with AWWA EWW. The testing method used shall be either the multiple-tube fermentation technique or the membrane-filter technique. Disinfection shall be repeated until tests indicate the absence of coliform organisms (zero mean coliform density per 100 milliliters) in the samples for at least 2 full days. The system will not be accepted until satisfactory bacteriological results have been obtained.

3.3 PLUMBING FIXTURE SCHEDULE

SEE SECTION 02875 - PREFABRICATED RESTROOMS

3.4 TABLES

TABLE I
PIPE AND FITTING MATERIALS FOR
DRAINAGE, WASTE, AND VENT PIPING SYSTEMS

		SERVICE					
Item #	Pipe and Fitting Materials	A	B	C	D	E	F
1	Bronzed flanged fittings, ASME B16.24 for use with Items 11 and 14				X	X	
2	Cast copper alloy solder joint pressure fittings, ASME B16.18 for use with Item 14				X	X	
3	Seamless copper pipe, ASTM B 42				X		
4	Cast bronze threaded fittings, ASME B16.15				X	X	
5	Copper drainage tube, (DWV), ASTM B 306	X*	X	X*	X	X	

6	Wrought copper and wrought alloy solder-joint drainage fittings. ASME B16.29	X	X	X	X	X	
7	Cast copper alloy solder joint drainage fittings, DWV, ASME B16.23	X	X	X	X	X	
8	Acrylonitrile-Butadiene-Styrene (ABS) plastic drain, waste, and vent pipe and fittings ASTM D 2661, ASTM F 628	X	X	X	X	X	X
9	Polyvinyl Chloride plastic drain, waste and vent pipe and fittings, ASTM D 2665, ASTM F 891, (Sch 40) ASTM F 1760	X	X	X	X	X	X

SERVICE:

- A - Underground Building Soil, Waste and Storm Drain
- B - Aboveground Soil, Waste, Drain In Buildings
- C - Underground Vent
- D - Aboveground Vent
- E - Interior Rainwater Conductors Aboveground
- F - Corrosive Waste And Vent Above And Belowground
- * - Hard Temper

TABLE II
PIPE AND FITTING MATERIALS FOR PRESSURE PIPING SYSTEMS

		SERVICE			
Item No.	Pipe and Fitting Materials	A	B	C	D
1	Bronze flanged fittings, ASME B16.24 for use with Items 5 and 7	X	X		X
2	Seamless copper pipe, ASTM B 42	X	X		X
3	Seamless copper water tube, ASTM B 88, ASTM B 88M	X**	X**	X**	X***
4	Cast bronze threaded fittings, ASME B16.15 for use with Items 5 and 7	X	X		X
5	Wrought copper and bronze solder-joint pressure fittings, ASME B16.22 for use with Items 5 and 7	X	X	X	X

6	Cast copper alloy solder-joint pressure fittings, ASME B16.18 for use with Items 8 and 9	X	X	X	X
7	Bronze and sand castings grooved joint pressure fittings for non-ferrous pipe ASTM B 584, for use with Item 2	X	X	X	
8	Chlorinated polyvinyl chloride (CPVC) plastic hot and cold water distribution system, ASTM D 2846/D 2846M	X	X		X
9	Chlorinated polyvinyl chloride (CPVC) plastic pipe, Schedule 40 and 80, ASTM F 441/F 441M	X	X		X
10	Chlorinated polyvinyl chloride (CPVC) plastic pipe (SDR-PR) ASTM F 442/F 442M	X	X		X
11	Threaded chlorinated polyvinyl chloride (chloride CPVC) plastic pipe fittings, Schedule 80, ASTM F 437, for use with Items 20, and 21	X	X		X
12	Socket-type chlorinated polyvinyl chloride (CPVC) plastic pipe fittings, Schedule 40, ASTM F 438 for use with Items 20, 21, and 22	X	X		X
13	Socket-type chlorinated polyvinyl chloride (CPVC) plastic pipe fittings Schedule 80, ASTM F 439 for use with Items 20, 21, and 22	X	X		X
14	Polyvinyl chloride (PVC) plastic pipe, Schedules 40, 80, and 120, ASTM D 1785	X			X
15	Polyvinyl chloride (PVC) pressure-rated pipe (SDR Series), ASTM D 2241	X			X
16	Polyvinyl chloride (PVC) plastic pipe fittings, Schedule 40, ASTM D 2466	X			X
17	Socket-type polyvinyl chloride (PVC) plastic pipe fittings, schedule 80, ASTM D 2467 for use with Items 16 and 17	X			X
29	Threaded polyvinyl chloride (PVC)	X			X

plastic pipe fittings, schedule 80,
ASTM D 2464

- A - Cold Water Aboveground
- B - Hot Water 180 degrees F Maximum Aboveground
- C - Compressed Air Lubricated
- D - Cold Water Service Belowground

Indicated types are minimum wall thicknesses.

** - Type L - Hard

*** - Type K - Hard temper with brazed joints only or type K-soft temper
without joints in or under floors

**** - In or under slab floors only brazed joints

DIVISION 16 - ELECTRICAL

SECTION 16070

SEISMIC PROTECTION FOR ELECTRICAL EQUIPMENT

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SEISMIC PROTECTION FOR ELECTRICAL EQUIPMENT

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CORPS OF ENGINEERS, HUNTSVILLE ENGINEERING AND SUPPORT CENTER (CEHNC)

TI 809-04 (1998) Seismic Design for Buildings

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Equipment Requirements; GA

Copies of the design calculations with the detail drawings. Calculations shall be stamped by a registered engineer and shall verify the capability of structural members to which bracing is attached for carrying the load from the brace.

SD-04 Drawings

Equipment Requirements; FIO

Detail drawings along with catalog cuts, templates, and erection and installation details, as appropriate, for the items listed. Submittals shall be complete in detail; shall indicate thickness, type, grade, class of metal, and dimensions; and shall show construction details, reinforcement, anchorage, and installation with relation to the building construction.

1.3 SYSTEM DESCRIPTION

1.3.1 General Requirements

The requirements for seismic protection measures described in this section shall be applied to the electrical equipment and systems listed below. Structural requirements shall be in accordance with Section 13080 SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT.

1.3.2 Electrical Equipment

Electrical equipment shall include the following item to the extent required on the drawings or in other sections of these specifications:

Switchboards (Floor Mounted)

1.3.3 Electrical Systems

The following electrical systems shall be installed as required on the drawings and other sections of these specifications and shall be seismically protected in accordance with this specification: Gate control and power supply systems.

1.3.4 Conduits Requiring No Special Seismic Restraints

Seismic restraints may be omitted from electrical conduit less than 2-1/2 inches trade size. All other interior conduit, shall be seismically protected as specified.

1.4 EQUIPMENT REQUIREMENTS

1.4.1 Rigidly Mounted Equipment

The following specific items of equipment: Switchboards to be furnished under this contract shall be constructed and assembled to withstand the seismic forces specified in TI 809-04, Chapter 10. Each item of rigid electrical equipment shall be entirely located and rigidly attached on one side only of a building expansion joint. Piping, electrical conduit, etc., which cross the expansion joint shall be provided with flexible joints that are capable of accommodating displacements equal to the full width of the joint in both orthogonal directions.

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SECTION 16415

ELECTRICAL WORK

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

AASHTO LTS-3	(1994) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals
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AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C39.1	(1981; R 1992) Requirements for Electrical Analog Indicating Instruments
ANSI C78.1	(1991; C78.1a; R 1996) Fluorescent Lamps - Rapid-Start Types - Dimensional and Electrical Characteristics
ANSI C78.1350	(1990) Electric Lamps - 400-Watt, 100-Volt, S51 Single-Ended High-Pressure Sodium Lamps
ANSI C78.1351	(1989) Electric Lamps - 250-Watt, 100-Volt S50 Single-Ended High-Pressure Sodium Lamps
ANSI C78.1352	(1990) Electric Lamps - 1000-Watt, 250-Volt, S52 Single-Ended High-Pressure Sodium Lamps
ANSI C78.1355	(1989) Electric Lamps - 150-Watt, 55-Volt S55 High-Pressure Sodium Lamps
ANSI C78.1375	(1996) 400-Watt, M59 Single-Ended Metal-Halide Lamps
ANSI C78.1376	(1996) 1000-Watt, M47 Metal-Halide Lamps
ANSI C78.2A	(1991) 18 & 26- Watt, Compact Fluorescent Quad Tube Lamps
ANSI C78.2B	(1992) 9 & 13-Watt, Compact Fluorescent Quad Tube Lamps
ANSI C82.1	(1997) Specifications for Fluorescent Lamp Ballasts

ANSI C82.4 (1992) Ballasts for High-Intensity-Discharge and Low-Pressure Sodium Lamps (Multiple-Supply Type)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM B 1 (1995) Hard-Drawn Copper Wire

ASTM B 8 (1999) Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft

ASTM D 709 (1992; R 1997) Laminated Thermosetting Materials

CODE OF FEDERAL REGULATIONS (CFR)

47 CFR 18 Industrial, Scientific, and Medical Equipment

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C2 (1997) National Electrical Safety Code

IEEE C62.41 (1991; R 1995) Surge Voltages in Low-Voltage AC Power Circuits

IEEE ANSI/IEEE C136.13 (1992; R 1996) Roadway Lighting - Metal Brackets for Wood Poles

IEEE Std 81 (1983) Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System (Part 1)

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA AB 1 (1993) Molded Case Circuit Breakers and Molded Case Switches

NEMA FU 1 (1986) Low Voltage Cartridge Fuses

NEMA ICS 6 (1993) Industrial Control and Systems, Enclosures

NEMA OS 1 (1996) Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports

NEMA PB 1 (1995) Panelboards

NEMA RN 1 (1989) Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit

NEMA TC 2 (1990) Electrical Polyvinyl Chloride (PVC) Tubing (EPT) and Conduit (EPC-40 and EPC-80)

NEMA TC 6 (1990) PVC and ABS Plastic Utilities Duct for Underground Installation

NEMA WD 1 (1983; R 1989) General Requirements for Wiring Devices

NEMA WD 6 (1988) Wiring Devices - Dimensional Requirements

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (2002) National Electrical Code

NFPA 101 (2000) Life Safety Code

UNDERWRITERS LABORATORIES (UL)

UL 1 (1993; Rev thru Jan 1995) Flexible Metal Conduit

UL 6 (1997) Rigid Metal Conduit

UL 20 (1995; Rev thru Oct 1998) General-Use Snap Switches

UL 50 (1995; Rev thru Oct 1997) Enclosures for Electrical Equipment

UL 67 (1993; Rev thru Nov 1995) Panelboards

UL 83 (1998) Thermoplastic-Insulated Wires and Cables

UL 98 (1994; Rev thru Jun 1998) Enclosed and Dead-Front Switches

UL 198B (1995) Class H Fuses

UL 198E (1988; Rev Jul 1988) Class R Fuses

UL 198H (1988; Rev thru Nov 1993) Class T Fuses

UL 360 (1996; Rev thru Oct 1997) Liquid-Tight Flexible Steel Conduit

UL 467 (1993; Rev thru Aug 1996) Grounding and Bonding Equipment

UL 486A (1997; Rev thru Dec 1998) Wire Connectors and Soldering Lugs for Use with Copper Conductors

UL 486C (1997; Rev thru Aug 1998) Splicing Wire Connectors

UL 486E (1994; Rev thru Feb 1997) Equipment Wiring Terminals for Use with Aluminum and/or Copper Conductors

UL 489	(1996; Rev thru Dec 1998) Molded-Case Circuit Breakers, Molded-Case Switches, and Circuit-Breaker Enclosures
UL 510	(1994; Rev thru Apr 1998) Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape
UL 512	(1993; R Dec 1995) Fuseholders
UL 514A	(1996; Rev Jul 1998) Metallic Outlet Boxes
UL 514B	(1997; Rev Oct 1998) Fittings for Cable and Conduit
UL 542	(1994; Rev thru Jul 1998) Lampholders, Starters, and Starter Holders for Fluorescent Lamps
UL 651	(1995; Rev thru Oct 1998) Schedule 40 and 80 Rigid PVC Conduit
UL 651A	(1995; Rev thru Apr 1998) Type EB and A Rigid PVC Conduit and HDPE Conduit
UL 854	(1996; Rev Apr 1998) Service-Entrance Cables
UL 869A	(1998) Reference Standard for Service Equipment
UL 943	(1993; Rev thru May 1998) Ground-Fault Circuit-Interrupters
UL 1029	(1994; Rev thru Dec 1997) High-Intensity-Discharge Lamp Ballasts
UL 1449	(1996; Rev thru Oct 1998) Transient Voltage Surge Suppressors
UL 1570	(1995; Rev thru Jun 1997) Fluorescent Lighting Fixtures
UL 1572	(1995; Rev thru Jun 1997) High Intensity Discharge Lighting Fixtures
UL 1660	(1994; Rev Apr 1998) Liquid-Tight Flexible Nonmetallic Conduit
UL Elec Const Dir	(1998) Electrical Construction Equipment Directory

1.2 GENERAL

1.2.1 Rules

The installation shall conform to the requirements of NFPA 70 and NFPA 101, unless more stringent requirements are indicated or shown.

1.2.2 Coordination

The drawings indicate the extent and the general location and arrangement of equipment, conduit, and wiring. The Contractor shall become familiar with all details of the work and verify all dimensions in the field so that the outlets and equipment shall be properly located and readily accessible. Lighting fixtures, outlets, and other equipment and materials shall be carefully coordinated with mechanical or structural features prior to installation and positioned according to architectural reflected ceiling plans; otherwise, lighting fixtures shall be symmetrically located according to the room arrangement when uniform illumination is required, or asymmetrically located to suit conditions fixed by design and shown. Raceways, junction and outlet boxes, and lighting fixtures shall not be supported from sheet metal roof decks. If any conflicts occur necessitating departures from the drawings, details of and reasons for departures shall be submitted and approved prior to implementing any change. The Contractor shall coordinate the electrical requirements of the mechanical work and provide all power related circuits, wiring, hardware and structural support, even if not shown on the drawings.

1.2.3 Special Environments

1.2.3.1 Weatherproof Locations

Wiring, Fixtures, and equipment in designated locations shall conform to NFPA 70 requirements for installation in damp or wet locations.

1.2.4 Standard Products

Material and equipment shall be a standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening.

1.2.5 Nameplates

1.2.5.1 Identification Nameplates

Major items of electrical equipment and major components shall be permanently marked with an identification name to identify the equipment by type or function and specific unit number as indicated. Designation of motors shall coincide with their designation in the motor control center or panel. Unless otherwise specified, identification nameplates shall be made of laminated plastic in accordance with ASTM D 709 with black outer layers and a white core. Edges shall be chamfered. Plates shall be fastened with black-finished round-head drive screws, except motors, or approved nonadhesive metal fasteners. When the nameplate is to be installed on an irregular-shaped object, the Contractor shall devise an approved support suitable for the application and ensure the proper installation of the supports and nameplates. In all instances, the nameplate shall be installed in a conspicuous location. At the option of the Contractor, the equipment manufacturer's standard embossed nameplate material with black paint-filled letters may be furnished in lieu of laminated plastic. The front of each panelboard, motor control center, switchgear, and switchboard shall have a nameplate to indicate the phase letter, corresponding color and arrangement of the phase conductors. The following equipment, as a minimum, shall be provided with identification nameplates:

Minimum 1/4 inch
High Letters

Minimum 1/8 inch
High Letters

Panelboards
Transformers
Equipment Enclosures

Control Power Transformers
Control Devices

1.2.6 As-Built Drawings

Following the project completion or turnover, within 30 days the Contractor shall furnish 2 sets of as-built drawings to the Contracting Officer.

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Manufacturer's Catalog; GA

Data composed of catalog cuts, brochures, circulars, specifications, product data, and printed information in sufficient detail and scope to verify compliance with the requirements of the contract documents.

Material, Equipment, and Fixture Lists; GA

A complete itemized listing of equipment and materials proposed for incorporation into the work. Each entry shall include an item number, the quantity of items proposed, and the name of the manufacturer of each item.

Installation Procedures; FIO

Installation procedures for rotating equipment, transformers, switchgear, battery systems, voltage regulators, and grounding resistors. Procedures shall include diagrams, instructions, and precautions required to install, adjust, calibrate, and test devices and equipment.

As-Built Drawings; FIO

The as-built drawings shall be a record of the construction as installed. The drawings shall include all the information shown on the contract drawings, deviations, modifications, and changes from the contract drawings, however minor. The as-built drawings shall be kept at the job site and updated daily. The as-built drawings shall be a full-sized set of prints marked to reflect all deviations, changes, and modifications. The as-built drawings shall be complete and show the location, size, dimensions, part identification, and other information. Additional sheets may be added. The as-built drawings shall be jointly inspected for accuracy and completeness by the Contractor's quality control

representative and by the Contracting Officer prior to the submission of each monthly pay estimate. Upon completion of the work, the Contractor shall submit three full sized sets of the marked prints to the Contracting Officer for approval. If upon review, the as-built drawings are found to contain errors and/or omissions, they will be returned to the Contractor for correction. The Contractor shall correct and return the as-built drawings to the Contracting Officer for approval within ten calendar days from the time the drawings are returned to the Contractor.

Onsite Tests; GA

A detailed description of the Contractor's proposed procedures for on-site tests.

SD-04 Drawings

Interior Electrical Equipment; GA

Detail drawings consisting of equipment drawings, illustrations, schedules, instructions, diagrams, and other information necessary to define the installation. Detail drawings shall show the rating of items and systems and how the components of an item and system are assembled, function together, and how they will be installed on the project. Data and drawings for component parts of an item or system shall be coordinated and submitted as a unit. Data and drawings shall be coordinated and included in a single submission. Multiple submissions for the same equipment or system are not acceptable except where prior approval has been obtained from the Contracting Officer. In such cases, a list of data to be submitted later shall be included with the first submission. Detail drawings shall show physical arrangement, construction details, connections, finishes, materials used in fabrication, provisions for conduit or busway entrance, access requirements for installation and maintenance, physical size, electrical characteristics, foundation and support details, and equipment weight. Drawings shall be drawn to scale and/or dimensioned. Optional items shall be clearly identified as included or excluded. Detail drawings shall as a minimum include:

- a. Main distribution panel.
- b. Single-line electrical diagrams including primary, metering, control wiring and control logic.

Electrical drawings including single-line and three-line diagrams, and schematics or elementary diagrams of each electrical system; internal wiring and field connection diagrams of each electrical device when published by the manufacturer; wiring diagrams of cabinets, panels, units, or separate mountings; interconnection diagrams that show the wiring between separate components of assemblies; field connection diagrams that show the termination of wiring routed between separate items of equipment; internal wiring diagrams of equipment showing wiring as actually provided for this project. Field wiring connections, circuit ratings, and conductor sizes shall be clearly identified.

If departures from the contract drawings are deemed necessary by the Contractor, complete details of such departures, including changes in related portions of the project and the reasons why, shall be submitted with the detail drawings. Approved departures shall be made at no additional cost to the Government.

SD-09 Reports

Factory Test Reports; FIO

Six copies of the information described below in 8 1/2 x 11 inch binders having a minimum of 5 rings from which material may readily be removed and replaced, including a separate section for each test. Sections shall be separated by dividers with tabs.

- a. A copy of measurements taken and annotated test plan.
- b. The dates of testing.
- c. The equipment and values to be verified.
- d. The test results, signed and dated.
- e. A description of adjustments made.

SD-13 Certificates

Materials and Equipment; GA

The label or listing of the Underwriters Laboratories, Inc., will be accepted as evidence that the materials or equipment conform to the applicable standards of that agency. In lieu of this label or listing, a statement from a nationally recognized, adequately equipped testing agency indicating that the items have been tested in accordance with required procedures and that the materials and equipment comply with all contract requirements will be accepted. However, materials and equipment installed in hazardous locations must bear the UL label unless the data submitted from other testing agency is specifically approved in writing by the Contracting Officer. Items which are required to be listed and labeled in accordance with Underwriters Laboratories must be affixed with a UL label that states that it is UL listed. No exceptions or waivers will be granted to this requirement. Materials and equipment will be approved based on the manufacturer's published data.

For other than equipment and materials specified to conform to UL publications, a manufacturer's statement indicating complete compliance with the applicable standard of the American Society for Testing and Materials, National Electrical Manufacturers Association, or other commercial standard, is acceptable.

1.4 WORKMANSHIP

Materials and equipment shall be installed by, or under the immediate supervision of an electrician licensed in the State of Missouri, and in accordance with NFPA 70, recommendations of the manufacturer, and as shown.

Lockout-tagout procedures shall be used, especially for functional gate controls.

1.5 SEISMIC REQUIREMENTS

Seismic details shall conform to Section 16070 SEISMIC PROTECTION FOR ELECTRICAL EQUIPMENT.

PART 2 PRODUCTS

Products shall conform to the respective publications and other requirements specified below. Materials and equipment not listed below shall be as specified elsewhere in this section. Items of the same classification shall be identical including equipment, assemblies, parts, and components.

2.1 CABLES AND WIRES

Conductors No. 8 AWG and larger diameter shall be stranded. Conductors No. 10 AWG and smaller diameter shall be solid, except that conductors for remote control, alarm, and signal circuits, classes 1, 2, and 3, shall be stranded unless specifically indicated otherwise. Conductor sizes and ampacities shown are based on copper, unless indicated otherwise. All conductors shall be copper.

2.1.1 Equipment Manufacturer Requirements

When manufacturer's equipment requires copper conductors at the terminations or requires copper conductors to be provided between components of equipment, provide copper conductors or splices, splice boxes, and other work required to meet manufacturer's requirements.

2.2 ALUMINUM CONDUCTORS

Aluminum conductors shall not be used.

2.2.1 Insulation

Unless indicated otherwise, or required by NFPA 70, power and lighting wires shall be 600-volt, Type THWN, THHN, or THW conforming to UL 83, except that grounding wire may be type TW conforming to UL 83; remote-control and signal circuits shall be Type TW, THW or TF, conforming to UL 83. Where lighting fixtures require 90-degree Centigrade (C) conductors, provide only conductors with 90-degree C insulation or better.

2.2.2 Bonding Conductors

ASTM B 1, solid bare copper wire for sizes No. 8 AWG and smaller diameter; ASTM B 8, Class B, stranded bare copper wire for sizes No. 6 AWG and larger diameter.

2.2.3 Service Entrance Cables

Service entrance (SE) type and underground service entrance (USE) type cables, UL 854.

2.3 SIGNAL CABLE

Size, use, location, and number of pairs shall be as shown on drawings. Conductors shall be multiple twisted pairs of tinned copper, each pair individually wrapped with aluminum-polyester shield with No. 22 AWG stranded tinned copper drain wire inside. Conductor insulation shall be 0.33 mm thickness of polypropylene compound, rated 250 volts. Overall jacket shall be 1.02 mm thickness of black high-density polyethylene, rated for direct burial application. Individual conductors shall be color coded, manufacturer's standard. Acceptable products include Belden Trade No. 9883.

2.4 TRANSIENT VOLTAGE SURGE PROTECTION

Transient voltage surge suppressors shall be provided as indicated. Surge suppressors shall meet the requirements of IEEE C62.41 and be UL listed and labeled as having been tested in accordance with UL 1449. Surge suppressor ratings shall be as indicated. Fuses shall not be used as surge suppression.

2.5 CIRCUIT BREAKERS

2.5.1 Molded-Case Circuits Breakers

Molded-case circuit breakers shall conform to NEMA AB 1 and UL 489. Circuit breakers may be installed in panelboards, switchboards, enclosures, motor control centers, or combination motor controllers. Where used as service disconnecting device, circuit breaker shall be rated and listed accordingly.

2.5.1.1 Construction

Circuit breakers shall be suitable for mounting and operating in any position. Lug shall be listed for copper conductors only in accordance with UL 486E. Single-pole circuit breakers shall be full module size with not more than one pole per module. Multi-pole circuit breakers shall be of the common-trip type having a single operating handle such that an overload or short circuit on any one pole will result in all poles opening simultaneously. Sizes of 100 amperes or less may consist of single-pole breakers permanently factory assembled into a multi-pole unit having an internal, mechanical, nontamperable common-trip mechanism and external handle ties. All circuit breakers shall have a quick-make, quick-break overcenter toggle-type mechanism, and the handle mechanism shall be trip-free to prevent holding the contacts closed against a short-circuit or sustained overload. All circuit breaker handles shall assume a position between "ON" and "OFF" when tripped automatically. All ratings shall be clearly visible.

2.5.1.2 Ratings

Voltage ratings shall be not less than the applicable circuit voltage. The interrupting rating of the circuit breakers shall be full load circuit current short-circuit current at the line terminals of the circuit breaker and correspond to the UL listed integrated short-circuit current rating specified for the panelboards and switchboards. Molded-case circuit breakers shall have nominal voltage ratings, maximum continuous-current ratings, and maximum short-circuit interrupting ratings in accordance with NEMA AB 1. Ratings shall be coordinated with system X/R ratio.

2.5.1.3 Thermal-Magnetic Trip Elements

Thermal magnetic circuit breakers shall be provided as shown. Automatic operation shall be obtained by means of thermal-magnetic tripping devices located in each pole providing inverse time delay and instantaneous circuit protection.

2.5.2 Ground Fault Circuit Interrupters

UL 943. Breakers equipped with ground fault circuit interrupters shall have ground fault class, interrupting capacity, and voltage and current ratings as indicated.

2.6 CONDUIT AND TUBING

2.6.1 Flexible Conduit, Steel and Plastic

General-purpose type, UL 1; liquid tight, UL 360, and UL 1660.

2.6.2 PVC Coated Rigid Steel Conduit

NEMA RN 1.

2.6.3 Rigid Metal Conduit

UL 6.

2.6.4 Rigid Plastic Conduit

NEMA TC 2, UL 651 and UL 651A.

2.7 CONDUIT AND DEVICE BOXES AND FITTINGS

Connection to exterior boxes shall use watertight fittings.

2.7.1 Boxes, Metallic Outlet

NEMA OS 1 and UL 514A.

2.7.2 Boxes, Switch (Enclosed), Surface-Mounted

UL 98.

2.7.3 Fittings for Conduit and Outlet Boxes

UL 514B.

2.7.4 Fittings, PVC, for Use with Rigid PVC Conduit and Tubing

UL 514B.

2.8 CONDUIT COATINGS PLASTIC RESIN SYSTEM

NEMA RN 1, Type A-40.

2.9 UNDERGROUND CONDUIT AND DUCTS

Duct lines shall be nonencased direct-burial, thick-wall type.

2.9.1 Nonmetallic Ducts, Direct Burial

UL 651 Schedule 40 or NEMA TC 6 Type DB.

2.10 CONNECTORS, WIRE PRESSURE

2.10.1 For Use With Copper Conductors

UL 486A.

2.11 ELECTRICAL GROUNDING AND BONDING EQUIPMENT

UL 467.

2.11.1 Ground Rods

Ground rods shall be of copper-clad steel conforming to UL 467 not less than 5/8 inch in diameter by 20 feet in length of the sectional type driven full length into the earth.

2.11.2 Ground Bus

The ground bus shall be bare conductor or flat copper in one piece, if practicable, and bonded according to the NEC and other safeguards.

2.12 ENCLOSURES

NEMA ICS 6, unless otherwise specified.

2.12.1 Cabinets and Boxes

Cabinets and boxes with volume greater than 100 cubic inches shall be in accordance with UL 50, hot-dip, zinc-coated, if sheet steel.

2.12.2 Circuit Breaker Enclosures

UL 489.

2.13 PULLBOXES

Pullboxes shall be as indicated. Strength of pullboxes and their frames and covers shall conform to the requirements of IEEE C2. Pullbox and handhole covers in sidewalks, and turfed areas shall be of the same material as the box. Concrete pullboxes shall consist of precast reinforced concrete boxes, extensions, bases, and covers.

2.14 LIGHTING FIXTURES, LAMPS, BALLASTS, EMERGENCY EQUIPMENT, CONTROLS AND ACCESSORIES

The following specifications which include Standard Drawing 40-06-04 sheets enclosed as an integral part of these specifications, are supported and supplemented by information and details on the drawings. Additional fixtures, if shown, shall conform to this specification. Illustrations

shown are indicative of the general type desired and are not intended to restrict selection to fixtures of any particular manufacturer. Fixtures of similar designs and equivalent energy efficiency, light distribution and brightness characteristics, and of equal finish and quality will be acceptable if approved. Lamps, lampholders, ballasts, transformers, electronic circuitry and other lighting system components shall be constructed according to industry standards. Equipment shall be tested and listed by a recognized independent testing laboratory for the expected installation conditions. Equipment shall conform to the standards listed below.

2.14.1 Lamps

Lamps shall be constructed to operate in the specified fixture, and shall function without derating life or output as listed in published data. Lamps shall meet the requirements of the Energy Policy Act of 1992.

- a. Fluorescent lamps shall have color temperature of 3,500 degrees Kelvin. They shall be designed to operate with the ballasts and circuitry of the fixtures in which they will be used. Fluorescent lamps, including spares, shall be manufactured by one manufacturer to provide for color and performance consistency. Fluorescent lamps shall comply with ANSI C78.1. Fluorescent tube lamp efficiencies shall meet or exceed the following requirements.

T8, 32 watts	(4' lamp)	2800 lumens
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(1) Linear fluorescent lamps, unless otherwise indicated, shall be 4 feet long 32 watt T8, 265 mA, with minimum CRI of 75. Lamps of other lengths or types shall be used only where specified or shown. Lamps shall deliver rated life when operated on rapid start ballasts.

(2) Small compact fluorescent lamps shall be twin, double, or triple tube configuration as shown with bi-pin or four-pin snap-in base and shall have minimum CRI of 85. They shall deliver rated life when operated on ballasts as shown. 9 and 13 watt double tube lamps shall comply with ANSI C78.2B. 18 and 26 watt double tube lamps shall comply with ANSI C78.2A. Minimum starting temperature shall be 32 degrees F for twin tube lamps and for double and triple twin tube lamps without internal starter; and 15 degrees F for double and triple twin tube lamps with internal starter.

- c. High intensity discharge lamps, including spares, shall be manufactured by one manufacturer in order to provide color and performance consistency. High intensity discharge lamps shall be designed to operate with the ballasts and circuitry of the fixtures in which they will be used and shall have wattage, shape and base as shown. High intensity discharge lamps, unless otherwise shown, shall have medium or mogul screw base and minimum starting temperature of -20 degrees F. Metal halide lamps, unless otherwise shown, shall have minimum CRI of 65; color temperature of 4,300 degrees Kelvin; shall be -BU configuration if used in base-up position; and shall be -H or high output configuration if used in horizontal position. Lamps shall comply with all applicable ANSI C78.1350, ANSI C78.1351, ANSI C78.1352, ANSI C78.1355, ANSI C78.1375, and ANSI C78.1376.

2.14.2 Ballasts and Transformers

Ballasts or transformers shall be designed to operate the designated lamps within their optimum specifications, without derating the lamps. Lamp and ballast combinations shall be certified as acceptable by the lamp manufacturer.

- a. Fluorescent ballasts shall comply with ANSI C82.1 and shall be mounted integrally within fluorescent fixture housing unless otherwise shown. Ballasts shall have maximum current crest factor of 1.7; high power factor; Class A sound rating; maximum operating case temperature of 77 degrees F above ambient; and shall be rated Class P. Unless otherwise indicated, the minimum number of ballasts shall be used to serve each individual fixture. A single ballast may be used to serve multiple fixtures if they are continuously mounted, identically controlled and factory manufactured for that installation with an integral wireway.

(1) Compact fluorescent ballasts shall comply with IEEE C62.41 Category A transient voltage variation requirements and shall be mounted integrally within compact fluorescent fixture housing unless otherwise shown. Ballasts shall have minimum ballast factor of 0.95; maximum current crest factor of 1.6; high power factor; maximum operating case temperature of 77 degrees F above ambient; shall be rated Class P; and shall have a sound rating of Class A. Ballasts shall meet FCC Class A specifications for EMI/RFI emissions. Ballasts shall operate from nominal line voltage of 120 volts at 60 Hz and maintain constant light output over a line voltage variation of ± 10 percent. Ballasts shall have an end-of-lamp-life detection and shut-down circuit. Ballasts shall be UL listed and shall contain no PCBs. Ballasts shall contain potting to secure PC board, provide lead strain relief, and provide a moisture barrier.

(2) Electronic fluorescent ballasts shall comply with 47 CFR 18 for electromagnetic interference. Ballasts shall withstand line transients per IEEE C62.41, Category A. Ballasts shall have total harmonic distortion between 10 and 20 percent; minimum frequency of 20,000Hz; filament voltage between 2.5 and 4.5 volts; maximum starting inrush current of 20 amperes; and shall comply with the minimum Ballast Efficiency Factors shown in the table below. Minimum starting temperature shall be 32 degrees F. Ballasts shall carry a manufacturer's full warranty of three years, including a minimum \$10 labor allowance per ballast.

ELECTRONIC FLUORESCENT BALLAST EFFICACY FACTORS

LAMP TYPE	TYPE OF STARTER & LAMP	NOMINAL OPERATIONAL VOLTAGE	NUMBER OF LAMPS	MINIMUM BALLAST EFFICACY FACTOR
32W T8	rapid	120 or 277 V	1	2.54
	start		2	1.44
	linear &		3	0.93

-
- b. High intensity discharge ballasts shall comply with UL 1029 and, if multiple supply types, with ANSI C82.4. Ballasts shall have minimum ballast factor of 0.9; high power factor; Class A sound rating; and maximum operating case temperature of 77 degrees F above ambient.

(1) Electronic high intensity discharge ballasts shall be constant wattage autotransformer type; shall have less than 10 percent ballast loss; shall have total harmonic distortion between 10 and 20 percent; and shall have a minimum starting temperature of 0 degrees F.

(2) Magnetic high intensity discharge ballasts shall have a minimum starting temperature of 0 degrees F.

2.14.3 Fixtures

Fixtures shall be in accordance with the size, shape, appearance, finish, and performance shown. Unless otherwise indicated, lighting fixtures shall be provided with housings, junction boxes, wiring, lampholders, mounting supports, trim, hardware and accessories for a complete and operable installation. Recessed housings shall be minimum 20 gauge cold rolled or galvanized steel as shown. Extruded aluminum fixtures shall have minimum wall thickness of 0.125 inches. Plastic lenses shall be 100% virgin acrylic or as shown. Glass lenses shall be tempered. Heat resistant glass shall be borosilicate type. Conoid recessed reflector cones shall be Alzak with clear specular low iridescent finish.

- a. Fluorescent fixtures shall comply with UL 1570. Fixtures shall be plainly marked for proper lamp and ballast type to identify lamp diameter, wattage, color and start type. Marking shall be readily visible to service personnel, but not visible from normal viewing angles. Integral ballast and wireway compartments shall be easily accessible without the use of special tools. Housings shall be constructed to include grounding necessary to start the lamps. Open fixtures shall be equipped with a sleeve, wire guard, or other positive means to prevent lamps from falling. Medium bi-pin lampholders shall be twist-in type with positive locking position. Long compact fluorescent fixtures and fixtures utilizing U-bend lamps shall have clamps or secondary lampholders to support the free ends of the lamps.
- b. High intensity discharge fixture shall comply with UL 1572. Reflectors shall be anodized aluminum. Fixtures for horizontal lamps shall have position oriented lampholders. Lampholders shall be pulse-rated to 5,000 volts. Fixtures indicated as classified or rated for hazardous locations or special service shall be designed and independently tested for the environment in which they are installed. Recessed lens fixtures shall have extruded aluminum lens frames. Ballasts shall be integral to fixtures and shall be accessible without the use of special tools. Remote ballasts shall be encased and potted. Lamps shall be shielded from direct view with a UV absorbing material such as tempered glass, and shall be

circuited through a cut-off switch which will shut off the lamp circuit if the lens is not in place.

2.14.4 Lampholders, Starters, and Starter Holders

UL 542

2.15 POLES

Metal poles shall be the pole manufacturer's standard design for supporting the number of fixtures indicated. Poles shall be designed for a wind velocity of 100 mph at the base of the pole, for a wind gust factor of 1.3, and for the height and drag factors recommended by AASHTO LTS-3. The effective projected area of luminaires and other pole-mounted devices shall be taken into account in pole design. Poles shall have grounding provisions. The type of pole shaft material provided shall not be mixed on any project. Grounding connection shall be provided near the bottom of each metal pole. Scratched, stained, chipped, or dented poles shall not be installed.

2.15.1 Aluminum Poles

Aluminum poles and brackets for exterior lighting shall have a dark anodic bronze finish to match fixtures and shall not be painted. Manufacturer's standard provision shall be made for protecting the finish during shipment and installation. Minimum protection shall consist of spirally wrapping each pole shaft with protective paper secured with tape, and shipping small parts in boxes.

- a. Shafts shall be square and of seamless construction. The wall thickness shall be at least 0.188 inch. Exterior surfaces shall be free of protuberances, dents, cracks, and discoloration. Material for shafts shall be 6063 aluminum alloy; after fabrication, the alloy shall have a T6 temper. Tops of shafts shall be fitted with a tapered cover. Bases shall be anchor bolt mounted, made of cast aluminum alloy 356-T6, and shall be machined to receive the lower end of shafts. Joints between shafts and bases shall be welded. Bases shall be hinged with four holes, spaced 90 degrees apart, for anchorage.
- b. Hardware, except anchor bolts, shall be either 2024-T4 anodized aluminum alloy or stainless steel.

2.15.2 Bracket Arms

2.15.2.1 On Aluminum Poles

Poles shall be provided with bracket arms of the style and of the length indicated on drawings. Bracket arms shall conform to the design of the pole provided. The bracket arms shall be capable of supporting the equipment to be mounted on it with the maximum wind loading encountered at the site. Strength of bracket arms shall be in accordance with IEEE ANSI/IEEE C136.13.

2.15.2.2 Floodlight Brackets

Floodlight brackets shall be coordinated with the floodlight support provided.

2.16 LOW-VOLTAGE FUSES AND FUSEHOLDERS

2.16.1 Fuses, Low Voltage Cartridge Type

NEMA FU 1.

2.16.2 Fuses, Class H

UL 198B.

2.16.3 Fuses, Class R

UL 198E.

2.16.4 Fuses, Class T

UL 198H.

2.16.5 Fuseholders

UL 512.

2.17 INSTRUMENTS, ELECTRICAL INDICATING

ANSI C39.1.

2.18 PANELBOARDS

Dead-front construction, NEMA PB 1 and UL 67.

2.19 RECEPTACLES

2.19.1 Heavy Duty Grade

NEMA WD 1. Devices shall conform to all requirements for heavy duty receptacles.

2.19.2 Ground Fault Interrupters

UL 943, Class A or B.

2.19.3 NEMA Standard Receptacle Configurations

NEMA WD 6.

- a. Single and Duplex, 20-Ampere, 125 Volt non-locking: NEMA type 5-20R.
- b. 20-Ampere, 250 Volt, Two-pole, 3-wire grounding, non-locking: NEMA type 6-20R.

2.20 SERVICE ENTRANCE EQUIPMENT

UL 869A.

2.21 SPLICE, CONDUCTOR

UL 486C.

2.22 SNAP SWITCHES

UL 20.

2.23 TAPES

2.23.1 Plastic Tape

UL 510.

2.24 TRANSFORMERS

Single- and three-phase transformers shall have two windings per phase. Full-capacity standard NEMA taps shall be provided in the primary windings of transformers unless otherwise indicated. Three-phase transformers shall be configured with delta-wye windings, except as indicated. "T" connections may be used for transformers rated 15 kVA or below. Transformers supplying non-linear loads shall be UL listed as suitable for supplying such loads with a total K-factor not to exceed K-9 and have neutrals sized for 200 percent of rated current.

2.24.1 Transformers, Dry-Type

Transformers shall have 220 degrees C insulation system for transformers 15 kVA and greater, and shall have 180 degrees C insulation system for transformers rated 10 kVA and less, with temperature rise not exceeding 150 degrees C under full-rated load in maximum ambient temperature of 40 degrees C. Transformer of 150 degrees C temperature rise shall be capable of carrying continuously 100 percent of nameplate kVA without exceeding insulation rating.

a. 600 Volt or Less Primary:

NEMA ST 20, UL 506, general purpose, dry-type, self-cooled, sealed. Transformers shall be provided in NEMA 1 enclosure. Transformers shall be quiet type with maximum sound level at least 3 decibels less than NEMA standard level for transformer ratings indicated.

2.25 WIRING DEVICES

NEMA WD 1 for wiring devices, and NEMA WD 6 for dimensional requirements of wiring devices.

2.26 ELECTRICAL SERVICE

City of New Madrid, the local power utility, will provide construction and permanent power to the site. Their services include the design, furnishing and installation of the overhead primary tap, transformer pole and equipment, and service drop conductors. Contractor shall provide riser pole with disconnect as indicated.

PART 3 EXECUTION

3.1 GROUNDING

Grounding shall be in conformance with NFPA 70, the contract drawings, and the following specifications.

3.1.1 Ground Rods

The resistance to ground shall be measured using the fall-of-potential method described in IEEE Std 81. The maximum resistance of a driven ground rod shall not exceed 25 ohms under normally dry conditions. If this resistance cannot be obtained with a single rod, 2 additional rods not less than 6 feet on centers, or if sectional type rods are used, 2 additional sections may be coupled and driven with the first rod.

3.1.2 Ground Bus

Ground bus shall be provided in the electrical equipment rooms as indicated. Noncurrent-carrying metal parts of electrical equipment shall be effectively grounded by bonding to the ground bus. The ground bus shall be bonded to both the entrance ground, and to a ground rod or rods as specified above having the upper ends terminating approximately 4 inches above the floor. Connections and splices shall be of the brazed, welded, bolted, or pressure-connector type, except that pressure connectors or bolted connections shall be used for connections to removable equipment. Connections shall be bolted type in lieu of thermoweld, so they can be changed as required by additions and/or alterations.

3.1.3 Grounding Conductors

Equipment grounding bars shall be provided in all panelboards. The equipment grounding conductor shall be carried back to the service entrance grounding connection or separately derived grounding connection. All equipment grounding conductors, including metallic raceway systems used as such, shall be bonded or joined together in each wiring box or equipment enclosure. Metallic raceways and grounding conductors shall be checked to assure that they are wired or bonded into a common junction. Metallic boxes and enclosures, if used, shall also be bonded to these grounding conductors by an approved means per NFPA 70. When switches, or other utilization devices are installed, any designated grounding terminal on these devices shall also be bonded to the equipment grounding conductor junction with a short jumper. The ends of all conduits in panelboards shall have grounding bushing bonded to the ground bus.

3.2 WIRING METHODS

Wiring shall conform to NFPA 70, the contract drawings, and the following specifications. Unless otherwise indicated, wiring shall consist of insulated conductors installed in rigid zinc-coated steel conduit, rigid plastic conduit, electrical metallic tubing, and intermediate metal conduit. Wire fill in conduits shall be based on NFPA 70 for the type of conduit and wire insulations specified.

3.2.1 Conduit and Tubing Systems

Conduit and tubing systems shall be installed as indicated. Conduit sizes shown are based on use of copper conductors with insulation types as described in paragraph WIRING METHODS. Minimum size of raceways shall be 1/2 inch. Only metal conduits will be permitted when conduits are required for shielding or other special purposes indicated, or when required by conformance to NFPA 70. Nonmetallic conduit and tubing may be used in damp, wet or corrosive locations when permitted by NFPA 70 and the conduit or tubing system is provided with appropriate boxes, covers, clamps, screws or other appropriate type of fittings. Electrical metallic tubing (EMT) may be installed only within buildings. EMT shall not be installed in damp or wet locations, or the air space of exterior masonry cavity walls. Bushings, manufactured fittings or boxes providing equivalent means of protection shall be installed on the ends of all conduits and shall be of the insulating type, where required by NFPA 70. Only UL listed adapters shall be used to connect EMT to rigid metal conduit, cast boxes, and conduit bodies. Except as otherwise specified, IMC may be used as an option for rigid steel conduit in areas as permitted by NFPA 70. Raceways shall be concealed within finished walls, ceilings, and floors unless otherwise shown. Raceways crossing structural expansion joints or seismic joints shall be provided with suitable expansion fittings or other suitable means to compensate for the building expansion and contraction and to provide for continuity of grounding.

3.2.1.1 Pull Wires

A pull wire shall be inserted in each empty raceway in which wiring is to be installed if the raceway is more than 50 feet in length and contains more than the equivalent of two 90-degree bends, or where the raceway is more than 150 feet in length. The pull wire shall be of No. 14 AWG zinc-coated steel, or of plastic having not less than 200 pounds per square inch tensile strength. Not less than 10 inches of slack shall be left at each end of the pull wire.

3.2.1.2 Conduit Stub-Ups

Where conduits are to be stubbed up through concrete floors, a short elbow shall be installed below grade to transition from the horizontal run of conduit to a vertical run. A conduit coupling fitting, threaded on the inside shall be installed, to allow terminating the conduit flush with the finished floor. Wiring shall be extended in rigid threaded conduit to equipment, except that where required, flexible conduit may be used 6 inches above the floor. Empty or spare conduit stub-ups shall be plugged flush with the finished floor with a threaded, recessed plug.

3.2.1.3 Below Slab-on-Grade or in the Ground

Electrical wiring below slab-on-grade shall be protected by a conduit system. Conduit passing vertically through slabs-on-grade shall be rigid steel or IMC. Rigid steel or IMC conduits installed below slab-on-grade or in the earth shall be field wrapped with 0.010 inch thick pipe-wrapping plastic tape applied with a 50 percent overlay, or shall have a factory-applied polyvinyl chloride, plastic resin, or epoxy coating system.

3.2.1.4 Installing in Slabs Including Slabs on Grade

Conduit installed in slabs-on-grade shall be rigid steel or IMC. Conduits shall be installed as close to the middle of concrete slabs as practicable

without disturbing the reinforcement. Outside diameter shall not exceed 1/3 of the slab thickness and conduits shall be spaced not closer than 3 diameters on centers except at cabinet locations where the slab thickness shall be increased as approved by the Contracting Officer. Where conduit is run parallel to reinforcing steel, the conduit shall be spaced a minimum of one conduit diameter away but not less than one inch from the reinforcing steel.

3.2.1.5 Changes in Direction of Runs

Changes in direction of runs shall be made with symmetrical bends or cast-metal fittings. Field-made bends and offsets shall be made with an approved hickey or conduit-bending machine. Crushed or deformed raceways shall not be installed. Trapped raceways in damp and wet locations shall be avoided where possible. Lodgment of plaster, dirt, or trash in raceways, boxes, fittings and equipment shall be prevented during the course of construction. Clogged raceways shall be cleared of obstructions or shall be replaced.

3.2.1.6 Supports

Metallic conduits and tubing, and the support system to which they are attached, shall be securely and rigidly fastened in place to prevent vertical and horizontal movement at intervals of not more than 10 feet and within 3 feet of boxes, cabinets, and fittings, with approved pipe straps, wall brackets, conduit clamps, conduit hangers, threaded C-clamps, beam clamps, or ceiling trapeze. Loads and supports shall be coordinated with supporting structure to prevent damage or deformation to the structure. Loads shall not be applied to joist bridging. Attachment shall be by wood screws or screw-type nails to wood; by toggle bolts on hollow masonry units; by expansion bolts on concrete or brick; by machine screws, welded threaded studs, heat-treated or spring-steel-tension clamps on steel work. Nail-type nylon anchors or threaded studs driven in by a powder charge and provided with lock washers and nuts may be used in lieu of expansion bolts or machine screws. Raceways or pipe straps shall not be welded to steel structures. Cutting the main reinforcing bars in reinforced concrete beams or joists shall be avoided when drilling holes for support anchors. Holes drilled for support anchors, but not used, shall be filled. In partitions of light steel construction, sheet-metal screws may be used. Raceways shall not be supported using wire or nylon ties. Raceways shall be independently supported from the structure. Upper raceways shall not be used as a means of support for lower raceways. Supporting means shall not be shared between electrical raceways and mechanical piping or ducts. Cables and raceways shall not be supported by ceiling grids. Except where permitted by NFPA 70, wiring shall not be supported by ceiling support systems. Conduits shall be fastened to sheet-metal boxes and cabinets with two locknuts where required by NFPA 70, where insulating bushings are used, and where bushings cannot be brought into firm contact with the box; otherwise, a single locknut and bushing may be used. Threadless fittings for electrical metallic tubing shall be of a type approved for the conditions encountered. Additional support for horizontal runs is not required when EMT rests on steel stud cutouts.

3.2.1.7 Exposed Raceways

Exposed raceways shall be installed parallel or perpendicular to walls, structural members, or intersections of vertical planes and ceilings.

Raceways under raised floors and above accessible ceilings shall be considered as exposed installations in accordance with NFPA 70 definitions.

3.2.2 Cables and Conductors

Installation shall conform to the requirements of NFPA 70. Covered, bare or insulated conductors of circuits rated over 600 volts shall not occupy the same equipment wiring enclosure, cable, or raceway with conductors of circuits rated 600 volts or less.

3.2.2.1 Sizing

Unless otherwise noted, all sizes are based on copper conductors and the insulation types indicated. Sizes shall be not less than indicated. Branch-circuit conductors shall be not smaller than No. 12 AWG. Conductors for branch circuits of 120 volts more than 100 feet long, from panel to load center, shall be no smaller than No. 10 AWG. Class 1 remote control and signal circuit conductors shall be not less than No. 14 AWG. Class 2 remote control and signal circuit conductors shall be not less than No. 16 AWG. Class 3 low-energy, remote-control and signal circuits shall be not less than No. 22 AWG.

3.2.2.2 Use of Aluminum Conductors in Lieu of Copper

Aluminum conductors shall not be used.

3.2.2.3 Cable Splicing

Splices shall be made in an accessible location. Crimping tools and dies shall be approved by the connector manufacturer for use with the type of connector and conductor.

- a. Copper Conductors, 600 Volt and Under: Splices in conductors No. 10 AWG and smaller diameter shall be made with an insulated, pressure-type connector. Splices in conductors No. 8 AWG and larger diameter shall be made with a solderless connector and insulated with tape or heat-shrink type insulating material equivalent to the conductor insulation.

3.2.2.4 Conductor Identification and Tagging

Power, control, and signal circuit conductor identification shall be provided within each enclosure where a tap, splice, or termination is made. Phase conductors of low voltage power circuits shall be identified by color coding. Phase identification by a particular color shall be maintained continuously for the length of a circuit, including junctions.

- a. Color coding shall be provided for service, feeder, branch, and ground conductors. Color shall be green for grounding conductors and white for neutrals; except where neutrals of more than one system are installed in the same raceway or box, other neutral shall be white with colored (not green) stripe. The color coding for 3-phase and single-phase low voltage systems shall be as follows:

120/208-volt, 3-phase: Black(A), red(B), and blue(C).
277/480-volt, 3-phase: Brown(A), orange(B), and yellow(C).

120/240-volt, 1-phase: Black and red.

- b. Conductor phase and voltage identification shall be made by color-coded insulation for all conductors smaller than No. 6 AWG. For conductors No. 6 AWG and larger, identification shall be made by color-coded insulation, or conductors with black insulation may be furnished and identified by the use of half-lapped bands of colored electrical tape wrapped around the insulation for a minimum of 3 inches of length near the end, or other method as submitted by the Contractor and approved by the Contracting Officer.
- c. Control and signal circuit conductor identification shall be made by color-coded insulated conductors, plastic-coated self-sticking printed markers, permanently attached stamped metal foil markers, or equivalent means as approved. Control circuit terminals of equipment shall be properly identified. Terminal and conductor identification shall match that shown on approved detail drawings. Hand lettering or marking is not acceptable.

3.3 BOXES AND SUPPORTS

Boxes shall be provided in the wiring or raceway systems where required by NFPA 70 for pulling of wires, making connections, and mounting of devices or fixtures. Pull boxes shall be furnished with screw-fastened covers. Indicated elevations are approximate, except where minimum mounting heights for hazardous areas are required by NFPA 70. Unless otherwise indicated, boxes for wall switches shall be mounted 48 inches above finished floors. Switch and outlet boxes located on opposite sides of fire rated walls shall be separated by a minimum horizontal distance of 24 inches. The total combined area of all box openings in fire rated walls shall not exceed 100 square inches per 100 square feet. Maximum box areas for individual boxes in fire rated walls vary with the manufacturer and shall not exceed the maximum specified for that box in UL Elec Const Dir. Only boxes listed in UL Elec Const Dir shall be used in fire rated walls.

3.3.1 Box Applications

Each box shall have not less than the volume required by NFPA 70 for number of conductors and yokes enclosed in box. Boxes for metallic raceways shall be listed for the intended use when located in normally wet locations, when flush or surface mounted on outside of exterior surfaces, or when located in hazardous areas. Boxes installed in wet locations and boxes installed flush with the outside of exterior surfaces shall be gasketed. Boxes for mounting lighting fixtures shall be not less than 4 inches square, or octagonal, except smaller boxes may be installed as required by fixture configuration, as approved. Cast-metal boxes with 3/32 inch wall thickness are acceptable. Large size boxes shall be NEMA 4 or as shown. Boxes in other locations shall be sheet steel. Boxes for use in masonry-block or tile walls shall be square-cornered, tile-type, or standard boxes having square-cornered, tile-type covers.

3.3.2 Brackets and Fasteners

Boxes and supports shall be fastened to wood with wood screws or screw-type nails of equal holding strength, with bolts and metal expansion shields on concrete or brick, with toggle bolts on hollow masonry units, and with machine screw or welded studs on steel work. Threaded studs driven in by

powder charge and provided with lockwashers and nuts, or nail-type nylon anchors may be used in lieu of expansion shields, or machine screws. Penetration of more than 1-1/2 inches into reinforced-concrete beams or more than 3/4 inch into reinforced-concrete joists shall avoid cutting any main reinforcing steel. The use of brackets which depend on gypsum wallboard or plasterboard for primary support will not be permitted.

3.4 DEVICE PLATES

One-piece type device plates shall be provided for all outlets and fittings. Plates on unfinished walls and on fittings shall be of zinc-coated sheet steel, cast-metal, or impact resistant plastic having rounded or beveled edges. Plates installed in wet locations shall be gasketed and provided with a hinged, gasketed cover, unless otherwise specified.

3.5 RECEPTACLES

3.5.1 Single and Duplex, 15 or 20-ampere, 125 volt

Single and duplex receptacles shall be rated 20 amperes, 125 volts, two-pole, three-wire, grounding type with polarized parallel slots. Bodies shall be as indicated to match color of switch handles in the same room or to harmonize with the color of the respective wall, and supported by mounting strap having plaster ears. Contact arrangement shall be such that contact is made on two sides of an inserted blade. Receptacle shall be side- or back-wired with two screws per terminal. The third grounding pole shall be connected to the metal mounting yoke. Switched receptacles shall be the same as other receptacles specified except that the ungrounded pole of each suitable receptacle shall be provided with a separate terminal. Only the top receptacle of a duplex receptacle shall be wired for switching application. Receptacles with ground fault circuit interrupters shall have the current rating as indicated, and shall be UL Class A type unless otherwise shown. Ground fault circuit protection shall be provided as required by NFPA 70 and as indicated on the drawings.

3.5.2 Weatherproof Applications

Weatherproof receptacles shall be suitable for the environment, damp or wet as applicable, and the housings shall be labeled to identify the allowable use. Receptacles shall be marked in accordance with UL 514A for the type of use indicated; "Damp locations", "Wet Locations", "Wet Location Only When Cover Closed". Assemblies shall be installed in accordance with the manufacturer's recommendations.

3.5.2.1 Damp Locations

Receptacles in damp locations shall be mounted in an outlet box with a gasketed, weatherproof, cast-metal cover plate (device plate, box cover) and a gasketed cap (hood, receptacle cover) over each receptacle opening. The cap shall be either a screw-on type permanently attached to the cover plate by a short length of bead chain or shall be a flap type attached to the cover with a spring loaded hinge.

3.5.2.2 Wet Locations

Receptacles in wet locations shall be installed in an assembly rated for such use whether the plug is inserted or withdrawn, unless otherwise

indicated. In a duplex installation, the receptacle cover shall be configured to shield the connections whether one or both receptacles are in use.

3.6 WALL SWITCHES

Not more than one switch shall be installed in a single-gang position. Switches shall be rated 20-ampere 120-volt for use on alternating current only. Pilot lights indicated shall consist of yoke-mounted candelabra-base sockets rated at 75 watts, 125 volts, and fitted with glass or plastic jewels. A clear 6-watt lamp shall be furnished and installed in each pilot switch. Jewels for use with switches controlling motors shall be green, and jewels for other purposes shall be red. Dimming switches shall be solid-state flush mounted, sized for the loads.

3.7 SERVICE EQUIPMENT

Service-disconnecting means shall be of the fusible safety switch type with an external handle for manual operation. When service disconnecting means is a part of an assembly, the assembly shall be listed as suitable for service entrance equipment. Enclosures shall be sheet metal with hinged cover for surface mounting unless otherwise indicated.

3.8 PANELBOARDS

Circuit breakers and switches used as a motor disconnecting means shall be capable of being locked in the open position. Door locks shall be keyed alike. Nameplates shall be as approved. Directories shall be typed to indicate loads served by each circuit and mounted in a holder behind a clear protective covering. Busses shall be copper. Panelboards shall be circuit breaker or fusible switch equipped as indicated on the drawings.

3.9 FUSES

Equipment provided under this contract shall be provided with a complete set of properly rated fuses when the equipment manufacturer utilize fuses in the manufacture of the equipment, or if current-limiting fuses are required to be installed to limit the ampere-interrupting capacity of circuit breakers or equipment to less than the maximum available fault current at the location of the equipment to be installed. Fuses shall have a voltage rating of not less than the phase-to-phase circuit voltage, and shall have the time-current characteristics required for effective power system coordination.

3.9.1 Cartridge Fuses; Noncurrent-Limiting Type

Cartridge fuses of the noncurrent-limiting type shall be Class H, nonrenewable, dual element, time lag type and shall have interrupting capacity of 10,000 amperes. At 500 percent current, cartridge fuses shall not blow in less than 10 seconds.

3.10 UNDERGROUND SERVICE

Unless otherwise indicated, interior conduit systems shall be stubbed out 5 feet beyond the building wall and 2 feet below finished grade, for interface with the exterior service lateral conduits. Outside conduit ends shall be bushed when used for direct burial service lateral conductors. Outside

conduit ends shall be capped or plugged until connected to exterior conduit systems. Underground service lateral conductors will be extended to building service entrance and terminated in accordance with NFPA 70.

3.11 LIGHTING FIXTURES, LAMPS AND BALLASTS

This paragraph shall cover the installation of lamps, lighting fixtures and ballasts in interior or structure mounted applications.

3.11.1 Lamps

Lamps of the type, wattage, and voltage rating indicated shall be delivered to the project in the original cartons and installed just prior to project completion. Lamps installed and used for working light during construction shall be replaced prior to turnover to the Government if more than 15% of their rated life has been used. Lamps shall be tested for proper operation prior to turn-over and shall be replaced if necessary with new lamps from the original manufacturer. Ten percent spare lamps of each type, from the original manufacturer, shall be provided.

3.11.2 Lighting Fixtures

3.11.2.1 Accessories

Accessories such as straps, mounting plates, nipples, or brackets shall be provided for proper installation.

3.12 LIGHT POLE INSTALLATION

Pole lengths shall provide a luminaire mounting height as shown on drawings. Luminaire mounting height may be increased by the height of the transformer base where required. Electrical cabling shall be provided to the light pole as shown. Pole installation shall conform to the manufacturer's recommendations, NFPA 70, and IEEE C2. Poles shall be set straight and plumb.

3.12.1 Pole Brackets

Brackets shall be installed as specified by the manufacturer and as shown on drawings. Mounting hardware shall be sized appropriately to secure the mount, luminaire, and housing with wind loading normally encountered at the site.

3.13 EQUIPMENT CONNECTIONS

Wiring not furnished and installed under other sections of the specifications for the connection of electrical equipment as indicated on the drawings shall be furnished and installed under this section of the specifications. Connections shall comply with the applicable requirements of paragraph WIRING METHODS. Flexible conduits 6 feet or less in length shall be provided to all electrical equipment subject to periodic removal, vibration, or movement and for all motors. All motors shall be provided with separate grounding conductors. Liquid-tight conduits shall be used in damp or wet locations.

3.14 CIRCUIT PROTECTIVE DEVICES

The Contractor shall calibrate, adjust, set and test each new adjustable circuit protective device to ensure that they will function properly prior to the initial energization of the new power system under actual operating conditions.

3.15 PAINTING AND FINISHING

Field-applied paint on exposed surfaces shall be provided under Section 09900 PAINTING, GENERAL.

3.16 REPAIR OF EXISTING WORK

The work shall be carefully laid out in advance, and where cutting, channeling, chasing, or drilling of floors, walls, partitions, ceiling, or other surfaces is necessary for the proper installation, support, or anchorage of the conduit, raceways, or other electrical work, this work shall be carefully done, and any damage to building, piping, or equipment shall be repaired by skilled mechanics of the trades involved at no additional cost to the Government.

3.17 FIELD TESTING

Field testing shall be performed in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer 2 days prior to conducting tests. The Contractor shall furnish all materials, labor, and equipment necessary to conduct field tests. The Contractor shall perform all tests and inspection recommended by the manufacturer unless specifically waived by the Contracting Officer. The Contractor shall maintain a written record of all tests which includes date, test performed, personnel involved, devices tested, serial number and name of test equipment, and test results. All field test reports will be signed and dated by the Contractor.

3.17.1 Safety

The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The Contractor shall replace any devices or equipment which are damaged due to improper test procedures or handling.

3.17.2 Ground-Resistance Tests

The resistance of each grounding electrode, each grounding electrode system, and the grounding grid shall be measured using the fall-of-potential method defined in IEEE Standard 81, Guide for Measuring Earth Resistivity, Ground Impedance and Earth Surface Potentials of a Ground System. Ground resistance measurements shall be made before the electrical distribution system is energized and shall be made in normally dry conditions not less than 48 hours after the last rainfall. Resistance measurements of separate grounding electrode systems shall be made before the systems are bonded together below grade. The combined resistance of separate systems may be used to meet the required resistance, but the specified number of electrodes must still be provided.

- a. Single rod electrode - 25 ohms.

3.17.3 Ground-Grid Connection Inspection

All below-grade ground-grid connections will be visually inspected by the Contracting Officer before backfilling. The Contractor shall notify the Contracting Officer 48 hours before the site is ready for inspection.

3.17.4 Cable Tests

The Contractor shall be responsible for identifying all equipment and devices that could be damaged by application of the test voltage and ensuring that they have been properly disconnected prior to performing insulation resistance testing. An insulation resistance test shall be performed on all low and medium voltage cables after the cables are installed in their final configuration and prior to energization. The test voltage shall be 500 volts DC applied for one minute between each conductor and ground and between all possible combinations of conductors. The minimum value of resistance shall be:

$R \text{ in megohms} = (\text{rated voltage in kV} + 1) \times 1000 / (\text{length of cable in feet})$

Each cable failing this test shall be repaired or replaced. The repaired cable system shall then be retested until failures have been eliminated.

3.17.4.1 Low Voltage Cable Tests

- a. Continuity test.
- b. Insulation resistance test.

3.17.5 Motor Tests

- a. Insulation resistance of each winding to ground.
- b. Vibration test.

3.17.6 Circuit Breaker Tests

The following field tests shall be performed on circuit breakers.

3.17.6.1 Circuit Breakers, Molded Case

- a. Insulation resistance test phase-to-phase, all combinations.
- b. Insulation resistance test phase-to-ground, each phase.
- c. Closed breaker contact resistance test.
- d. Manual operation of the breaker.

3.18 OPERATING TESTS

After the installation is completed, and at such time as the Contracting Officer may direct, the Contractor shall conduct operating tests for approval. The equipment shall be demonstrated to operate in accordance with the specified requirements. An operating test report shall be submitted in accordance with paragraph FIELD TEST REPORTS.

3.19 FIELD SERVICE

3.19.1 Installation Engineer

After delivery of the equipment, the Contractor shall furnish one or more field engineers, regularly employed by the equipment manufacturer to supervise the installation of equipment, assist in the performance of the onsite tests, oversee initial operations, and instruct personnel as to the operational and maintenance features of the equipment.

3.20 ELECTRIC SERVICE

Contractor shall coordinate the installation of the adjacent metering pole and riser.

3.21 ACCEPTANCE

Final acceptance of the facility will not be given until the Contractor has successfully completed all tests and after all defects in installation, material or operation have been corrected.